



**GOVT. OF ASSAM
OFFICE OF THE DIRECTOR::INLAND WATER TRANSPORT,ASSAM
ULUBARI:: GUWAHATI-7**

TENDER DOCUMENT FOR

**“CONSTRUCTION OF 25 (TWEENTY FIVE) NOS. OF 17.0 M
LONG STEEL FLOATING TERMINALS FOR 25 GHAT BANKS
ON THE RIVER BRAHMAPUTRA” UNDER 100% CENTRAL
SECTOR SCHEME**

Tender No-DWT (T)-43/CSS-25TF/2017-18/ 34

dtd. 4th March'2019

**Director
Inland Water Transport, Assam
Ulubari, Guwahati, District: Kamrup (Metro)
Assam
P.O. – Ulubari, Pin-781007
Phone– 0361-2526421
E-mail-diwtassam@gmail.com
Website -<http://iwtdirectorate.assam.gov.in>**



অসম চৰকাৰ

আজ্যন্তৰীণ জন শৰিবহন, অসম

GOVERNMENT OF ASSAM

OFFICE OF THE DIRECTOR: INLAND WATER TRANSPORT(IWT), ASSAM, ULUBARI, GUWAHATI-781007

Website: <http://iwtddirectorate.assam.gov.in> Telephone 0361-2526421 E-mail: diwtassam@gmail.com

RE-NOTICE INVITING TENDER

Tender No-DWT (T)-43/CSS-25TF/2017-18/ 34

Dated. 4th March'2019

The Directorate of Inland Water Transport, Govt. of Assam invites Request for Proposal (RFP) in two bid system from reputed, well experienced and capable shipbuilders for Construction of 25(twenty five) nos. of 170m long steel Floating Terminals for 25ghat banks on the river Brahmaputra under 100% Central Sector Scheme. The approved Project cost for 25 nos. Floating Terminals is **Rs.10.9787 Crore** only (Rupees ten crore ninety seven lakh eighty seven thousand) only. Complete RFP document will be available on website of IWT, Assam <http://iwtddirectorate.assam.gov.in> and www.assamtenders.gov.in. Intending tenderers are required to register at portal of e-tender of the Assam Govt. www.assamtenders.gov.in and participate through the online tender portal only.

1.	Publishing date of the tender in e-portal	06-03-2019
2.	Date of downloading tenders	08.03.2019 to 22.04.2019
3.	Last date and time of submission of Tender	22.04.2019. (14 00 hours)
4.	Date and time of opening of tender	22.04.2019. (15 30 hours)

(Rahul Ch. Das.)

Director, IWT Assam

Ulubari, Guwahati-7

Memo No. . DWT (T)-43/CSS-25TF/2017-18/34 -A

Dated, Guwahati, the 4th March '2019.

Copy to :-

1. The Principal Secretary to the Govt. of Assam, Transport Department Dispur, Guwahati-6 for favour of kind information. This is as per the Administrative Approval accorded vide Govt. letter No. TWI.74/2017/98 Dated 16th July'2018.
2. The Director of Information and Public Relation, Government of Assam, Dispur, Guwahati-6 for arranging publication of the above notification in leading daily English and Assamese News Papers of Assam. 5(five) copies of Notice are enclosed herewith for favour of his information and necessary action.
3. The Secretary to the Ministry of Shipping (IWT Section), Govt. of India, Transport Bhawan, 1- Parliament Street, New Delhi-110001.
4. The Chairperson, Inland Waterways Authority of India, A-13, Sector-1, Noida (U.P), Pin-201301.
5. The Addl. State Project Director, Assam Inland Water Transport Development Society for favour of kind information and necessary publication in the Assam Govt. E-portal.
6. The Director, Inland Waterways Authority of India, Pandu Port Complex, Pandu, Guwahati-12.
7. The Joint Director, IWT Directorate Assam, Guwahati-7 for information.
8. Admin, IWT Assam website for necessary action.
9. Office Notice Board.
10. M/s

Director, IWT Assam
Ulubari, Guwahati-7

20/03/19

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অসম চৰকাৰ

আভ্যন্তৰীণ জল পৰিবহন, অসম

GOVERNMENT OF ASSAM

OFFICE OF THE DIRECTOR:: INLAND WATER TRANSPORT (IWT), ASSAM

ULUBARI, GUWAHATI-781007

Website: <http://iwtdirectorate.assam.gov.in> Telephone no-0361-2526421 E-mail: diwtassam@gmail.com

PART-I

SECTION –I

NOTICE INVITING E-TENDER

No. DWT (T)-43/CSS-25TF/2017-18/ 34

Dated. 4th March'2019

TENDER DOCUMENT FOR “CONSTRUCTION OF 25 (TWENTY FIVE) NOS. OF 17.0 M LONG STEEL FLOATING TERMINALS FOR 25 GHAT BANKS ON THE RIVER BRAHMAPUTRA” UNDER 100% CENTRAL SECTOR SCHEME.

The Directorate of Inland Water Transport, Assam hereby invites **online bids** (Technical and Financial Bid) from reputed, well experienced and capable shipbuilders for the above mentioned work as per details given below.

S.No.	Description	Approved Project cost (for 16 nos.)	EMD (Rs. in lakh)	Time of completion
1	Construction of 25 (twenty five) nos. of 17.0m long steel Floating Terminals for 25 ghat banks on the river Brahmaputra.	Rs.10.9787 Crore	Rs. 10.97Lakh (Rupees Ten Lakh ninety seven thousand) only	18 months (eighteen months)

Intending bidders are required to register at portal of e-tender of the Assam Govt. www.assamtenders.gov.in and participate through the online tender portal only.

TERMS & CONDITIONS

Interested bidders may download the bid document from IWT's website <http://iwtdirectorate.assam.gov.in> and Assam Govt. e-tender portal www.assamtenders.gov.in as per the schedule as given in Critical Date Sheet as under-

Critical dates:

Publishing Date	06.03.2019
Document Download/Sale Start Date	08.03.2019
Document Download/Sale End Date	22.04.2019
Seek Clarification Start Date	10.03.2019
Seek Clarification End Date	25.03.2019
Pre bid meeting	29.03.2019 (3:00 PM to 4:00 PM)
Bid Submission Start Date	02.04.2019
Bid Submission Closing Date	22.04.2019 (14:00 hours)
Bid Opening Date	22.04.2019 (15:30 hours)

Applicant submitting the downloaded version would need to pay the cost of tender document/bid along with the hard copy of Technical Bid through Demand Draft of any Nationalized Bank amounting to Rs.1000/-(Rupees One thousand) only drawn in favor of “Director, Inland Water Transport, Assam” payable at Guwahati (Assam).

1. Tender document will be available on the aforesaid website from 08.03.2019 to 22.04.2019 up to 14 00 hours . A signed declaration stating that no alteration has been made in any form in the downloaded tender document/bid is to be enclosed with the tender by bidder for downloaded tenders. The amendment/clarification, if any, to the document will be available on the above website.
2. Bidders shall agree to the terms & conditions of the tender and submit the tender online.
3. **(a) Eligibility Criteria :** (With supporting documents)
 - i) The Bidder shall preferably be a single entity, but a JV (Joint Venture) Bid would be permitted provided it is limited to 3 (three) parties where any of the Partner of the JV is an established Inland Vessel/Floating Terminal manufacturer having all the necessary technical experience and having their own manufacturing yard for the project for past 5 years or more. The bidding Firm or any partner of the JV should be competent and have the experience in manufacturing Steel Inland Vessels/ Floating Terminals.
 - ii) The firm should have their own Ship yard or leased yard with valid documents with proper infrastructure and should have valid document of permission, i.e. trade license etc. from the concerned authority i.e. corporation, board, Panchayat as applicable with capacity to carry out and complete the work as per NIT. Preference will be given having established shipbuilding yard within the State of Assam.
 - iii) Unit registered under **DIC/NSIC**, having up-to-date valid certificate of UAN particularly for Ship building work will get preference.
 - iv) The bidder must have the qualified and experienced technical manpower for design, construction and delivery on schedule.
 - v) The bidder should have a good record of delivering of the vessels on time. (Work order and completion certificate to be attached to check for completed works)
 - vi) Completed **“similar works”** in last **7(Seven)** years in which bids are invited fulfilling either of the following criteria:
 - (a) 3(three) similar completed works not less than the amount equal to 40% of this project cost.

Or

- (b) 2(two) similar completed works costing not less the amount equal to 50% of this project cost.

Or

- (C) 1(one) similar completed work costing not less than the amount equal to 80% of this project cost.

Documentary proof such as Work Order, completion certificate along with any other supporting document must be submitted

b) Similar Work:-The similar nature of work may be considered as Construction/Manufacture and successfully commission of Steel Ship/ Vessels/ Floating Terminals etc.

c) The Bidding Firm or any one partner of the JV-Bid should have an average annual financial turnover for Ship building work of not less than 40% of the project cost for the preceding 3 financial years. Audited C.A. certified copies of Balance sheets showing turnover, Profit & Loss account of the firm for the preceding financial 3 years must be submitted along with the tender document.

d) The Bidding Firm or any one partner of the JV should provide Solvency Certificate(s) from any Scheduled Bank (s) for an amount of 25% (Twenty five percent) of Project cost.

4. Tender must be accompanied with scanned copy of all documentary evidence of credentials viz. similar works done, performance certificate, financial performance and all other documents as specified in the tender document.
5. Tenders must be accompanied by Earnest Money Deposit of 1% (one percent) of Project cost, i.e **Rs.10.97 lakhs (Rupees ten lakh ninety seven thousand)** only in the form of Demand Draft from any Nationalized Bank of India payable at Guwahati, Assam and pledged in favour of Director, Inland Water Transport, Assam.
6. Tenders must be delivered to the Director, Inland Water Transport (IWT), Ulubari, Guwahati-781007 on or before 2.00 p.m. on 22.04.2019. Late tenders will be rejected.
 - i) The **Cover I** of the tender containing the prequalification documents will be opened on the same day at 3:30 p.m. If the IWT office happened to be closed on the date of receipt of the tender as specified, the tender will be received and opened in the next working day at the same time and venue.

7. Joint Venture :

Bids submitted by a joint venture of two or more firms as partners when permitted as per NIT Clause 3.a.1 shall comply with the following requirements:

- [a] the bid shall include all the information listed in Bidders Qualification Forms for all the Partners.


- [b] The bid and, in case of a successful bid, the Agreement, shall be signed so as to be legally binding on all partners;
- [c] One of the partners shall be nominated as being in charge, and this authorization shall be evidenced by submitting a power of attorney signed by legally authorized signatories of all the partners;
- [d] the partner in charge shall be authorized to incur liabilities and receive instructions for and on behalf of any and all partners of the joint venture and the entire execution of the contract, including payment, shall be done exclusively with the partner in charge;
- [e] All partners of the joint venture shall be liable jointly and severally for the execution of the contract in accordance with the contract terms.
- [f] The joint venture agreement should indicate precisely the role of all members of JV in respect of planning, design, construction equipment, key personnel, work execution, and financing of the project. All members of JV should have active participation in the execution of the contract. This should not be varied/modified subsequently without prior approval of the Owner;
- [g] The joint venture agreement should be registered in Assam so as to be legally valid and binding on partners; and
- [h] A copy of the Joint Venture Agreement entered into by the partners shall be submitted with the bid. Alternatively, a Letter of Intent to execute a joint Venture Agreement in the event of a successful bid shall be signed by all partners and submitted with the bid, together with a copy of the proposed Agreement.

8) Conflict of Interest:

A Bidder shall not have a conflict of interest. All Bidders found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this bidding process, if the Bidder:

- (a) directly or indirectly controls, is controlled by or is under common control with another Bidder; or
- (b) receives or has received any direct or indirect subsidy from another Bidder; or
- (c) has the same legal representative as another Bidder; or
- (d) has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the bid of another Bidder, or influence the decisions of the Owner regarding this bidding process; or
- (e) Participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid will result in the disqualification of all Bids in which such Bidder is involved. However, this does not limit the inclusion of the same subcontractor in more than one bid; or
- (f) Any of its affiliates participated as a consultant in the preparation of the design or technical specifications of the works that are the subject of the bid; or

- (g) Any of its affiliates has been hired (or is proposed to be hired) by the Owner or Borrower as Engineer for the Contract implementation; or
- (h) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services for the preparation or implementation of the project that it provided or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm; or
- (i) has a close business or family relationship with a professional staff of the Borrower (or of the project implementing agency, or of a recipient of a part of the loan) who: (i) are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of such contract; or (ii) would be involved in the implementation or supervision of such contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Bank throughout the procurement process and execution of the contract.


Director DWT, Assam
Ulubari, Guwahati-7
27/01/19

(SECTION-II)


Instruction to Bidders (ITB) including Instruction to the Bidders for the e-submission of the bids online through the Public Procurement Portal for E-procurement of Govt. of Assam:

Intending Bidders are required to register at portal of e-tender of the Assam Govt. www.assamtenders.gov.in and participate through the online tender portal only.

A hard copy of the technical bid exactly same as that of online submission along with the original tender fees and EMD, are to be submitted to the office of the Director, Inland Water Transport, Assam before the Closing date and time of submission of the tender, i.e by 1400 hours of 22nd April'2019. Financial/ Price bid is to be submitted online only.

- 1) Bidder should do the enrolment in the e-Procurement site of www.assamtenders.gov.in. During enrolment/registration, the bidders should provide the correct/true information including valid email id. All the correspondence shall be made directly with the bidders through email id provided.
- 2) If there are any clarifications needed, this may be obtained online thro' the email or during the pre-bid meeting if any. Bidder should take into account of the corrigendum published before submitting the bids online.
- 3) It is construed that the bidder has read all the terms and conditions before submitting their offer. Bidder should go through the tender schedules carefully and upload the documents as asked, otherwise, the bid will be rejected.
- 4) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and generally, they can be in pdf/xls/jpg/ formats.
- 5) If there are more than seven documents, they can be clubbed together and can be provided in the requested format.
- 6) Bidder should submit the Tender Fee/ EMD as specified in the tender. Earnest money shall be accepted in the form of Demand Draft of any Nationalized Bank pledged in favour of "Director, Inland Water Transport, Assam" to be submitted along with the hard copy of the tender (Envelop-I- Technical Bid) at office of the Director, Inland Water Transport, Assam, Ulubari, Guwahati-781007 before the closing time of the tender. Scanned copy of the instrument should be uploaded as part of the offer.
- 7) The details of the DD any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission

- 8) If the price bid format is provided in a spread sheet file like BoQ_xxxx.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Price Bid/BOQ template must not be modified/replaced by the bidder, else the bid submitted is liable to be rejected for this tender.
- 9) The bidder should ensure/see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is likely/liable to be rejected.
- 10) For any queries, the bidders are requested to contact through the modes given below:



Director
Inland Water Transport, Assam
Ulubari, Guwahati-7
Website: <http://iwtdirectorate.assam.gov.in>
Telephone no-0361-2526421
E-mail: diwtassam@gmail.com

22/07/19

General Instructions

A. General

1. Scope of Bid

- 1.1 Owner (Director, IWT, Assam) invites online bids for **“Construction of 25(twenty five) nos. of 17.0m long steel Floating Terminals for 25 ghat banks on the river Brahmaputra under 100% Central Sector Scheme”** as described in these documents and referred to as “the works”. The bidder at their own cost can submit their bid towards the work.
- 1.2 The successful bidder will be expected to complete the works within stipulated time.
- 1.3 Throughout these bidding documents, the terms “bid” and “tender” and their derivatives (bidder/Bidder, bid/tender, bidding/tendering, etc.) are synonymous.

2. Source of funds

- 2.1 The expenditure of this project will be met by Inland Water Transport, Govt. of Assam (IWT Assam) under approved sanction by the Ministry of Shipping, Govt. of India as 100% Central Sector Scheme.

3. Eligible Bidders

- 3.1. This Invitation for online Bids is open to those bidders who satisfy the pre-qualification as per the conditions given in the Tender Notice.
- 3.2. Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices by the Central Government, the State Government or any public undertaking, autonomous body, authority by whatever name called under the Central or the State Government.

4. Qualification of the Bidder

- 4.1. This invitation for online bids is open to all contractors meeting the eligible qualifications as described in this document. To establish its qualifications to perform the Contract in accordance with Evaluation and Qualification Criteria, the Bidder shall provide the complete information as requested in the corresponding information sheets included in Section VI (Bidding Forms).

5. Documents Comprising the Cover-I (Prequalification & Technical)

5.1 All bidders shall include the scanned copy of following information and documents with their bids online. (Originals will be checked by IWTD officers in due course)

- (a) Bidding documents downloaded from the website <http://iwtdirectorate.assam.gov.in> and www.assamtenders.gov.in
- (b) Copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the Bid. Also the scanned affidavit affirming that information he has furnished in the bidding document is correct to the best of his knowledge and belief must be uploaded.(The original affidavit is to be deposited in the office along with the Hard copy of the Tender Document in Technical Bid Part (Envelop-1) before the bid submission closing date).
- (c) Documentary evidence to prove the pre-qualification criteria. Work orders, Completion certificates with satisfactory performance certificates from clients etc. to establish professional experience of similar work and monetary value of similar works performed for each of the last five years.

- (d) Proof establishing their experience in the line of manufacturing Inland Vessel/Floating Terminal and proof of own manufacturing yard having all the necessary technical experience. List of Technical Manpower & machineries and document in support of that the Ship Building unit must comply with the labour statutory law.
- (e) Reports on the financial standing of the Bidder, and a certificate from Chartered Accountant as a proof of turnover for the past three years. CA certified copies of Audited Balance sheet and ITR of last three financial years.
- (f) PAN card details, GST Registration Certificate and proof of financial solvency of not less than 25% of this project cost. Also scan copy of the bank instrument to be deposited as EMD and Tender fee.
- (g) **The Technical Tender** comprising of Preliminary drawing of the Floating Terminals including material of construction and its make in accordance with the requirements specified. A scanned copy of the Program and Method Statement/ Work Plan and the Activity Schedule for the entire work.

B. Bidding Documents

1. Content of Bidding Documents

1.1 The Tender Documents contain:

- (a) Notice inviting tender
- (b) Instructions to Bidders
- (c) General Conditions of Contract
- (d) Special Conditions of Contract
- (e) Technical specifications
- (f) Forms of Bid

1.2 The Bidder is expected to examine all instructions, forms, terms and conditions in the Tender Documents. Failure to furnish all information required by the Tender Documents or submission of a Tender that is not substantially responsive to the Tender Documents in all respect, will result in the rejection of their Tender.

2. Clarification of Bidding Documents

2.1 A prospective Bidder requiring any clarification of the bidding documents may notify the owner by email or in writing at the owner's address indicated in the Notice Inviting Tenders.

2.2 If a pre-bid meeting is to be held, the bidder or his official representative is invited to attend it. Its date, time and address are given in the Terms & Conditions of Notice Inviting Tender.

3. Amendment of Tender Documents

3.1 At any time prior to the deadline for submission of Tenders, the owner may, for any reason, modify the Tender Documents by an amendment.

3.2 The amendment will be notified in the e-tendering portal to all prospective Bidders who have received the Tender Documents and will be binding on them. The amendment shall be duly signed by the authorized signatory and enclosed in Cover I – Pre-qualification and Technical Bid.

C. Preparation of Tenders

1. Language of Tender

1.1 The Tender and all correspondence and documents relating to the Tender shall be in the English language only.

2. Price Tender

- 2.1 The Bidder shall complete the Form for Price bid furnished in the Tender Documents. Bidders should prepare their bid strictly according to this format, filling in all the blank spaces. Price quoted should be inclusive of all taxes, duties, cess, Insurance, cost of trial etc. as applicable.
- 2.2 Prices quoted by the Bidder shall be fixed and firm during the Bidder's performance of the Contract and shall not be subject to any escalation on any account. A Tender submitted with an adjustable Price quotation and Tender with conditions is liable for rejection. The decision of the Client will be final in this regard.
- 2.3 The intending Bidders shall be deemed to have studied the Tender papers, studied the site conditions, availability of labour, transportation problems, unloading procedures, if any, and the locality of the work, facilities available and has taken into account all aspects affecting the execution of contract, before submitting the Tender.

3. Tender Currencies

3.1 For all goods and services covered in this Tender Document, Prices shall be quoted in Indian Rupees only.

4. Bid Validity

4.1 Bids shall remain valid for a period of 90 days after the deadline date for bid submission.

5. Earnest Money Deposit (EMD)

- 5.1 The Bidder shall furnish as part of their Tender, EMD as specified in the Tender Notice.
- 5.2 Any Tender not accompanied by EMD will be rejected by the client as non-responsive.
- 5.3 No interest shall be paid by the client on the EMD deposited by the Bidder.
- 5.4 Unsuccessful Bidder's EMD will be returned as promptly as possible, but not later than 30 days after the expiration of the period of Tender validity prescribed by the client.
- 5.5 The successful Bidder's EMD will be discharged upon the Bidders executing the Contract, and furnishing the Performance Guarantee.

- 5.6 The EMD may be forfeited:
- (a) If a Bidder withdraws their Tender during the period of validity.
 - (b) In the case of the successful Bidder fails:
 - i) to sign the Contract agreement or
 - ii) to furnish Performance security as mentioned in the Tender.

6. Format and Signing Of Tender

- 6.1 The Bidder shall submit online bid comprising of the documents as described in Clause 5 of A. General Instructions and other documents as specified in the tender.
- 6.2 The Bid shall be signed by a person or persons duly authorized to sign on behalf of the Bidder. All pages of the Bid shall be signed by the person or persons signing the Bid.
- 6.3 The Bid shall contain no overwriting, alterations or additions, except those to comply with instructions issued by the Owner, or as necessary to correct errors made by the Bidder, in which case such corrections shall be made by scoring out the cancelled portion, writing the correction and signing and dating it along with the stamp by the person or persons signing the Bid.

D. Submission of bids

1. Online submission of Bids

The Bidder shall submit online bids only. (One hard copy of the Technical Bid only along with the original tender fee and EMD, exactly same of that the online submission is to be submitted to the office of the Director, Inland Water Transport, Assam Ulubari, Guwahati-7 prior to the closing time of the tender as Cover –I –Prequalification + Technical bid.)

2. Deadline for Submission of Tenders

- 2.1 Complete online Bids (including Technical and Financial) must be received by the bid submission closing date and time.

3. Modification and Withdrawal of Bids

- 3.1 Bidders may modify or withdraw their bids online before the deadline.
- 3.2 Withdrawal or modification of a Bid between the deadline for submission of bids and the expiration of the original period of bid validity specified in Clause C.4.1 above shall result in the forfeiture of the Bid security pursuant to Clause 5 of C Preparation of tender.

E. Bid Opening And Evaluation

1. Bid Opening

- 1.1 Online Bid opening shall be carried out in two stages. Firstly, 'Technical Bid' of all the online bids received shall be opened on the date and time mentioned in the Appendix to ITB. 'Financial Bid' of those bidders whose technical bid has been determined to be responsive and on evaluation fulfils the criteria laid down in Clauses shall be opened on a subsequent date, which will be notified to such bidders.
- 1.2. The Owner will open the online "Technical Bid" of all the bids received , including modifications of Technical Bid made pursuant to Clause D.3 above in the presence of the bidders/bidders' representatives who choose to attend at the time, date and place specified in

the Appendix to ITB. In the event of the specified date for the submission of bids being declared a holiday for the Owner, the Bids will be opened at the appointed time and location on the next working day.

- 1.3. After the opening of the technical bids their evaluation will be taken up with respect to prequalification and technical information.
- 1.4. The Owner shall inform the bidders, whose technical bids are found responsive, of the date, time and place of opening of the financial bids. The bidders so informed, or their representative, may attend the meeting of online opening of financial bids.

2. Clarification of Bids and Contacting the Owner

- 2.1. No Bidder shall contact the Client on any matter relating to their Tender, from the time of the Tender opening to the time the Contract is awarded.
- 2.2. Any effort by a Bidder to influence the client in the Tender evaluation, Tender comparison or Contract award decisions may result in the rejection of their Tender.

3. Examination of Bids and Determination of Responsiveness

- 3.1. During the detailed evaluation of “Technical Bids”, the Owner will first determine whether each Bid

(a) meets the eligibility criteria defined in Clauses 3,4 and 5 of A. General Instruction.

(b) has been properly signed;

(c) is accompanied by the required securities; and

(d) is responsive to the requirements of the bidding documents.

- 3.2. After the above process is completed the technical specification/offer of the responsive bidders will be examined with respect to technical specifications provided in the tender document, clarifications, if any, at this stage in respect of the technical parameters offered by the bidder will be sought from the bidders. Thereafter, the bids, which conform, to the terms, conditions, and specifications of the bidding documents, without material deviation or reservation will be considered as responsive for evaluation.

4. Evaluation of Bids

- 4.1. Selection of the bidder shall be based on technical and financial evaluation.
- 4.2. Verification of the facts furnished by the bidders may be made by the owner by visiting the establishment of the bidders prior to finalizing the technical evaluation.
- 4.3. If the bidder does not fulfill the above criteria his bid shall be technically disqualified and his financial bid shall not be opened.
- 4.4. The evaluation would consist of following phases

Phase I: Evaluation of Eligibility Criteria and Technical Bids.

Phase II: Evaluation of Financial Bids.

Phase I: Evaluation of Eligibility Criteria and Technical Bids:

In this part the Agency will be evaluated for the fulfillment of the conditions specified in the Eligibility Criteria under Clause 3 of the NIT and clause 5 of General Conditions of the ITB. However, the purchaser may waive any minor infirmity or non-conformity or irregularity in the bid, which does not constitute a material deviation.

The Technical Bid will be analyzed and evaluated on :

- Required documents with the Tender as per NIT.
- Experience of the bidder in the same line of work along with record of delivering of vessels on time in last 5 (five) years.
- Profile of builder including Financial Soundness, Average Annual Turn-over.
- Capacity assessment of the Builder's (Bidder's) Shipyard with Power connection, Plants & Machineries, Manpower and quality thereof.

At any time during the process of evaluation the Authority may seek specific clarifications from any or all Bidder.

Phase II: Evaluation of Financial Bids:

1. The Owner will evaluate and compare the quotations determined to be substantially responsive i.e. which
 - (a) Meet the qualification criteria specified.
 - (b) Are properly signed; and
 - (c) Conform to the terms and conditions, specifications and drawings without material deviations.

The Authority (DIWT/ Owner) will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the best bid , provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily. The Authority (DIWT/ Owner) shall however not bind itself to accept the best bid or any bid and reserves the right to accept any bid , wholly or in part.

4.5 Personnel

The Bidder must demonstrate that it will have the personnel for the key positions that meet the following requirements:

S. No.	Designation of Personnel (Position)	No.	Minimum Qualification	Minimum years of experience	Minimum experience in similar works.
1.	Works Manager cum site engineer	1	Graduate Engineer	10	5
2.	Foreman	1	Diploma in mechanical engineering	5	3
3.	Head Fitter/ Loft man	1	ITI Certificate	10	7
4	Fitter	3	ITI Certificate	7	5
5	Gas Cutter	3	ITI Certificate	7	5
6	Welder	3	ITI Certificate	7	5
7	Welder Helper	6	----	7	5
8	Gas cutter helper	6	----	7	5
9	Electrician	1	Electrical licence from concerned authority	7	5
10	Skilled Worker	10	----	--	--
11	Un-skilled worker	15	----	--	--

[Indicate designation, qualification, and experience required for each position. Bidder should furnish Curriculum Vitae to confirm meeting the requirements].

The Bidder shall provide details of the proposed personnel and their experience records in the relevant Forms included in Section VI, Bidding Forms.

4.6 Equipment

The Bidder must demonstrate that it will have access to the key Contractor's equipment listed hereafter:

No.	Equipment Type and Characteristics	Minimum Number required
1	Transformer	1 No.
2	Silent Generator Set (63 KVA)	1 no.
3	Gas Cutting Sets	4 nos.
4	Oil cooling Welding Transformer sets.	4 nos.
5	Air cooling Welding Transformer sets.	2 nos.
6	Portable drilling machine	3 nos.
7	Surface Grinder	2 nos.
8	Power Hacksaw Machine	2 nos.
9	Portable Grinding Machine	4 nos.
10	Air compressing Blower & Accessories	2 nos.
11	Mechanical lifting Jacks (60 tonne)	8 nos.
12	Hand drill	2 nos.
13	Angle Grinder Machine	2 nos.
14	Chain Pulley Block	4 nos.
15	Spray painting machine	3 nos.
16	Water Pump (Electric)	1 no.
17	Spray painting arrangement	2 sets

[NOTE:

Based on the studies, carried out by the Engineer the minimum suggested major equipment to attain the completion of works in accordance with the prescribed construction schedule is shown in the above list. The bidders should, however, undertake their own studies and furnish with their bid, a detailed construction planning and methodology. The numbers, types and capacities of each plant/equipment shall be shown in the bid proposal.]

The Bidder shall provide further details of proposed items of equipment using the relevant Form in Section VI.

F. Award of Contract

1. Award Criteria

The Owner will award the contract to the bidder

- Whose quotation has been determined to be substantially responsive and
- Who has offered the lowest evaluated quotation price and who meets the specified qualification criteria.

2. Owner's Right to accept any Bid and to reject any or all Bids.

The Owner reserves the right to accept or reject any Bid in part or full without assigning any reason, and to cancel the bidding process and reject all bids, at any time prior to the award of Contract, without thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Owner's action.

3. Notification of Award and Signing of Agreement.

- 3.1 The bidder whose Bid has been accepted will be notified of the award by the Owner prior to expiration of the Bid validity period by confirmed by registered letter. This letter, “Letter of Award”, will state the sum that the Owner will pay to the Contractor in consideration of the execution and completion of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the “Contract Price”).
- 3.2 The notification of award will constitute the formation of the Contract, subject only to the furnishing of a Performance Security.
- 3.3 The Agreement will incorporate all agreements between the Owner and the successful Bidder. It will be signed by the Owner and the successful Bidder after the performance security is furnished and within 10 days of issuance of Letter of Acceptance.
- 3.4 Upon the furnishing by the successful Bidder of the Performance Security, the other Bidders will be informed that their Bids have been unsuccessful.

4. Performance Security

- 4.1 Within 10 (ten) days after receipt of the Letter of Award, the successful Bidder shall deliver to the Owner a Performance Security of 10% (ten percent) of the Contract Price, which shall cover a period of 28 days extra after the expiry of defect liability period of 12 months.
- 4.2 The performance security shall be either in the form of a Bank Guarantee in the name of the Owner or in the form of Fixed Deposit of any Indian Nationalized Bank endorsed/pledged in favour of Director, Inland Water Transport, Assam.
- 4.3 Failure of the successful bidder to comply with the requirement of sub-clause 4.1 shall constitute sufficient ground for cancellation of the award and forfeiture of the bid security.
- 4.4 The Performance Security shall be valid until the Contractor has executed and completed the Works and remedied any defects therein in accordance with the Contract. No claim shall be made against such security after the issue of the Defects Liability Certificate and such security shall be returned to the Contractor on covering a period of 28 days extra of the completion of the said Defects Liability period and Certification thereof. In case the extension of time for completion, the contractor shall get the validity of the performance guarantee extended to cover such extension of time of the work.
- 4.5 In case of delay in the progress of work, the Owner/Engineer- in-Charge shall issue to the contractor a memo in writing pointing out the delay in progress and calling upon the contractor to explain the causes for the delay within 3 days of receipt of the memo and 10 days from issuance of memo whichever is earlier. If the Owner/ Engineer-in-Charge is not satisfied with the explanations offered, he may forfeit the Performance security / or withhold payment of pending bills in whole or in part and/ or get the measures of rectification of progress of work accelerated to the pre-defined level at the risk and cost of the contractor.
- 4.6 In case the contractor fails to commence the works or when the contractor has defaulted for more than thirty days or when any amount is to be recovered from the contractor as penalty or deduction and the contractor fails to remit such amount even after due notice is given to him in this regard, IWT at its own discretion may en-cash the Bank Guarantee furnished as performance guarantee.

5. Advances

There is no scope of mobilization advance for this scheme.

6. Corrupt or Fraudulent Practices

- 6.1 The Owner will reject a proposal for award if it determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question and will declare the firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract with Inland Water Transport, Assam and any other agencies, if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for the contractor, or in execution.
- 6.2 The Owner requires the bidders/Contractors to strictly observe the laws against fraud and corruption enforced in India, namely, Prevention of Corruption Act, 1988.

7. Delivery

Delivery of finished works (Floating Terminals) shall be made by the contractor in accordance with the terms specified by the Purchaser in the Special condition of the contract and same shall remain at the risk of the contractor until the completion of delivery in full at specified location within Guwahati (Assam). The Schedule of delivery shall be the essence of the contract.

8. DIWT Assam reserve the right to modify the conditions without any prior notice, however, all efforts will be made to inform the parties at the earliest.
9. **Approval of Drawing & Design:** - G.A drawing for all the construction of the floating pontoons are enclosed with this specification. All details required for the hull construction of the Floating pontoon are to be worked out by the builder with reference to the G.A. drawings and to be submitted to the DIWT for approval, within the limit of the tender value.
The design of the floating Pontoon being offered should be based on the proven design specifically for the river Brahmaputra for which the scheme has been considered.

The Drawing and Design of the boat should be approved by the Director, Inland Water Transport, Assam cum Chief Ship Surveyor before actual execution of the work.

10. **Test Certificate:-** It should be confirmed by the Bidder that Steel materials as specified are to be purchased from SAIL, with documentary evidence, which will be verified from IWT. Materials used for the work, particularly the Steel materials are to be tested time to time from the competent Authority before utilization by the builder from his end. All test certificates and other certificates (Guarantee Certificate etc.) are to be handed over to the Director, IWT, Assam or his representative on completion of the vessel/ boats/ pontoons by the contractor with the report that the vessel/boat/ pontoon is ready for delivery.

11. The work shall be guaranteed in all respect for all equipments / parts of Hull/ machineries and Superstructure, against any defect from faulty material or workmanship, that may be made apparently within the Guarantee period of 6 (Six) Month from the date of delivery.
12. **Payment Terms:** - Settlement of payment will be made on Quaterly basis as per actual measurement of works as per APWD norms and on availability of fund released by the Govt.

13. Termination of Contract :

- a. **Termination for Default :** In case of any violation of contractual terms & conditions by the contractor, the Purchaser without prejudice to any other remedy, may be written notice of default to the Contractor, terminate the contract in whole or in part. In the event of termination of the contract in part, the Contractor shall continue performance of the contract to the extent not terminated.
 - b. **Termination of Insolvency:** The Purchaser may at any time terminate the Contract by giving written notice to the Contractor without compensation to the Contractor if he becomes bankrupt or otherwise insolvent , provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Purchaser.
14. In case of any dispute all hearings will be held in the State of Assam at Guwahati only.

SECTION III
GENERAL CONDITION OF CONTRACT
INDEX

Defination:

1. (i) (a) DIWT (b) Contractor (c) Deptt.
(d) Drawings (e) Government (f) Inspecting Authority or Inspector.
(g) Vessels (h) Purchaser (i) Representative
(j) Test (k) Variation.
- (ii) Marginal headings.
- (iii) Words imparting singular.
2. (a) Parties
(b) Authority of person signing the contract on behalf of the contractor.
(c) Address of the Contractor and notices and communication on behalf of the purchaser.
3. Authority of DIWT
4. Delegation of power.
5. Responsibility of the contractor for execution of the contract.
 - (i) Risk in the construction.
 - (ii) Responsibility for completeness.
 - (iii) Sub-letting the contract.
 - (iv) (a) Change in a Firm (b) Consequence of breach.
 - (v) Assistance to the Contractor.
6. Inability to perform the contract.
7. Quotation of rates by Contractors.
8. Security deposit.
9. Risk of loss or damage to Deptt. or Purchaser's property.
10. Charge for work necessary for completion contract.
11. Time and Date of completion of work.
12. Progress report.
13. Certificate of Fees.
14. (a) Contract Price. (b) System of Payment.
15. Ownership of materials on payment of first Running Bills.
16. Dock & Harbor dues, royalty and patents.
17. Withholding and lien in respect of sums claimed.
18. Indemnity
19. Corrupt practices.
20. Insolvency and breach of contract.
21. Arbitration.
22. Laws of governing the contract.
23. Powers of DIWT, Assam to take possession of vessels/ boats/ pontoons & materials in certain cases and complete works
24. Appeal.
25. DIWT's certificate to be final.
26. DIWT & their staff not to be personally liable.
27. Standard break clauses

SECTION III
GENERAL CONDITION OF CONTRACT.

Definitions :

1.
 - i) In this Tender and specification the words and expressions given below shall have the following meaning :-
 - (a) DIWT : Means Director of Inland Water Transport, Assam
 - (b) Contractor: Means the Company, Firm, person or persons whose tender has been accepted by the deptt. and includes Contractor's successors, representatives, heirs, executors, and administrators unless excluded by contract.
 - (c) Deptt. Department means the Inland Water Transport, Assam under the Transport Department, Govt. of Assam.
 - (d) Drawings: Means the drawing and plans specified in the specification. The expression "work" means all the said specified or set forth and required in an by the said specification and drawing and schedule or to be implied therefore or incidental thereto or to be hereafter specified of required in such explanatory instruction and drawings (being in conformity with the said original specification, drawing & schedule) and also in such additional instructions and drawings not being in conformity as aforesaid as shall from time to time, during the progress of the work hereby contracted for be supplied by the purchaser.
 - (e) Government: Means the Government of Assam.
 - (f) Inspecting Authority or Inspector: Means the officer of the deptt. or any other person time to time appointed by the deptt. to act as an Inspecting Authority or Inspector for the purpose of the contract.
 - (g) Floating pontoons: Means the floating pontoons for which this tender is invited to be designed, constructed, equipped and delivered afloat in accordance with the contract and modification, if any, as mutually agreed upon.
 - (h) Purchaser: Means represented by the DIWT and includes his successor or assign.
 - (i) Representative: Means the officer appointed by the Director IWT Assam on behalf of the deptt. to receive the vessel/boat/ pontoons along with spares and equipment etc. on their behalf upon delivery as per specified design and drawing.
 - (j) Test : Means test or tests as are prescribed in the specification to be made by the contractor/Purchaser or their nominee, before the vessel/boat are taken over by the purchaser.
 - (k) Variation: Includes alternations, amendments, omissions, addition or suspension of the work.
 - ii) Marginal Headings: The marginal headings or notes of each of the clauses in these condition shall not be deemed as a part thereof or to be taken into consideration in the interpretation or construction thereof or of the contract.
 - iii) Words imparting the singular only also include the plural and vice versa where the context requires.

2. (a) **Parties :** The parties to the contract are the contractor and the purchaser.

(b) **Authority of person signing the contract on behalf of the contractor :** A person signing the tender or any other documents in respect of the contract on behalf of the contractor without disclosing his authority to do so shall be deemed to warrant that he has authority to bind the contractor. If it is discovered at any time that the person so signing had no authority to do so, the DIWT on behalf of the Deptt. may without prejudice to any other right or remedy the purchaser, cancel the contract and make or authorize the making of a purchase of the vessels/boat/ pontoon at the risk and cost of such person and hold such person liable to the purchaser for all costs and damages arising from the cancellation of the contract including any loss which the purchaser may sustain contract including any purchase. The provisions of clause in apply to every such purchase as far as applicable.

(c) **Address of the Contractor and notices and communication on behalf of the purchaser:**

(i) For all purpose of the contract including arbitration there under, the address of the contractor mentioned in the tender shall be the address to which all communication addressed to the contractor shall be sent, unless the contractor has notified a change by a separate letter containing no other communication and sent by registered post due to DIWT, Assam. The contractor shall be solely responsible for the consequence of a commission to notify a change or address in the matter aforesaid.

(ii) Any communication or notice on behalf of the purchaser in relation to the contract may be issued to the contractor by the Director IWT and such communication and notices may be served on the contractor either by fax/e-mail or courier of registered post or under certificate of posting or by ordinary post or by hand delivery at the option of Director.

3. **Authority of the DIWT :-**For all purpose of the contract including arbitration proceedings there under the DIWT on behalf of deptt. Shall be entitled to exercise all the right and power of the purchaser.

4. **Delegation of powers:-**The Director on behalf of the Deptt. may from time to time delegate to any person operations to be named by him such of the powers, authorities and discretions vested in him by the contract as he may think fit and the contractor shall recognized such person on written notice from the DIWT of his or their appointment and of the powers, authorities and discretions respectively delegated to him or them as lawfully exercising for the purpose of this contract the powers, authorities and discretions so delegated provided that the DIWT on behalf of the Deptt. Shall not delegate the powers, deptt. and discretions conferred on him by the clause 21 hereof.

5. Responsibility of the contractor for execution of the contract :

(i) Risk in the construction: The contractor shall perform the contract in all respects in accordance with the terms conditions thereof. The vessels/boats/pontoons and every constituent part thereof agents and employees or in the joint possession of the contractor, his agent or employee or employees and the purchaser, his risk of the contractor until their actual delivery to the representatives at the stipulated place or destination or delivery to a person specified in the schedule as interim consignee for the purpose of dispatch to the consignee. The contractor shall be responsible for all loss, destruction, damage or deterioration of or to the vessels /boats/ pontoons after by the Inspector are awaiting delivery or are in the course on transit from the contractor to the consignee or interim consignee as the case may be.

(ii) Responsibility for completeness: Irrespective of any inspection and tests and trial made by the Inspector, the Contractor shall be entirely responsible for the proper execution of the contract notwithstanding any approval which may be given by the Inspector or the Contractor. Any fittings, accessories which may not be specially mentioned in the specification but which are usual or necessary are to be provided by the Contractor without extra charge.

(iii) Subletting the Contract: The Contractor shall not assign lease or sublet or code this contract or the benefit hereof or any part thereof or any money payable hereunder or sublet the services to be rendered as afore said or any part thereof to any other person or company without the previous permission of the department certified in a writing under the hands of the DIWT and no assignment, lease cession or subletting although so permitted shall exonerate the Contractor from his liability under this contract and the Deptt. shall not be bound or required to take notice or give effect to any such assignment, lease cession or subletting unless the same shall have been made with such permission as afore said Provided Always the contractor may procure any necessary materials to be manufactured for the purposes of this contract by any person ,firm or company whose names shall have been submitted to and approved by the DIWT on ordered but no such approval shall relive the Contractor from any responsibility or obligations with reference to any such materials.

(iv) (a) Changes in a Firm:

(i) Where the contractor is a partnership firm a new pattern shall not be introduced in the Firm except with the previous consent in writing of the DIWT or on behalf of Department which may be granted only upon acceptance of a written undertaking by the new partners to perform the contract of accept all liabilities incurred by the Firm under the contract prior to the such undertaking.

(ii) On the death or retirement of any partner of the contractor Firm before complete performance of the contract of the DIWT, Assam on behalf of Deptt. may, at his opinion cancel the contract and in such case the contractor shall have no claim whatsoever to compensation against the purchaser.

(iii) If the contract is not determined as provided in sub-clause (ii) above notwithstanding the retirement of under the contract for the acts of the firm until a copy of the public notice given by him under Section 32 of the partnership act has been sent by him to the DIWT, Assam registered post acknowledgement due.

(b) Consequence of Breach: Should the contractor or a partner in the contractor firm commit breach of either of the conditions (iii) or (ii) or (i) of this sub-clause, it shall be lawful for the DIWT, Assam to cancel the contract and purchase or authorize the purchase of the Vessels/ Boats/ pontoon(s) at the risk and cost of the contractor and in that event the provisions of Clause 27 of Integral Conditions and Clause 14 of Special conditions shall as far as applicable apply. The decision of the DIWT as to any matter or thing concerning or arising out this sub-clause or any question whether the contractor or any partner of the contract firm has committed a breach of any of the conditions in this sub-clause contained shall be final and finding on the contract.

(c) Assistance to the contractor:

(i) The contractor shall be solely responsible to procure by material or obtain any import or other license required for fulfillment of the contract and the grant by the DIWT or any other authority of a quota certificate or permit required under any law for distribution or acquisition of iron and steel, or any other commodities or any other form of assistance, the procurement of materials aforesaid shall not be instructed as a representation of the part of the purchaser that the materials covered by such license or permit quota certificates available or constitute any promise, undertaking or assurance the part of the purchaser regarding the procurement of the same or effect any variation in the rights and liabilities of the assistance as aforesaid, the contractor obtain any materials at less than their market price or the cost of production of the vessels / boats/ pontoons is lowered, the price of the vessels/boats/pontoons payable under the contract shall be reduced proportionately and the extent of such reduction shall be reduced proportionately and the extent of such shall be final and binding on the contract.

(ii) Every agreement made by the Director IWT Assam on behalf of the deptt. of supply or give assistance in the procurement of materials, neither from the Govt. stock nor by procurement of materials, release order issued by or any officers empowered in that behalf of Govt. shall be deemed to be subject to the conditions that it will be performed with due regards to order demands and only if it is found practicable to do so within the stipulated weather it was practicable to supply/construct or to give assistance as aforesaid or not shall be final and binding on the contractor.

d) Inability to perform the contract :

Should the contractor's preparation for the commencement of the work or any portion of it or his subsequent rate of progress may be from any cause whatever so slow that in the opinion of the Inspector, which shall be conclusive, the contractor will be enabled to complete the work or

any portion thereof as agreed upon or should he not have the work ready for delivery in by direction given to him by the Inspector or in any respect to perform the contract, the Purchaser shall have power to be liable for any expenses, loss or damage which the purchaser may incur or sustain reason of, or in connection with contractor's default.

7. Quotation of Rates by Contractors :

- (i) The price quoted by Contractor shall be firm with no provision for any escalation as per the cost schedule price shall include the cost of the materials, required machineries, accessories etc. included in specification of works , (including import and custom duty if any) docking, test & trial and delivery satisfactorily.
- (ii) The price quoted shall not exceed the price or contrary the norms for fixation of price laid down by Government or no such prices or norms have been fixed by Government it shall to exceed the price appearing in any agreement relating price regulation by any industry in consultation with Government.

8. Performance Security/ Security Deposit:

- (i) As described in Section –II, Instruction to Bidder- General Instruction, Clause F.4.- Performance Security.
- (ii) No claim shall lie against the purchaser either in respect of interest or any depreciation in value of any security deposit.
- (iii) If the Contractors fails or neglects to observe or part any of his obligations under the contract it shall be lawful for the DIWT or his duly authorized representative to forfeit the security deposit furnished by the contractor. Save as aforesaid, if the contractor duly perform and completes the contract in all respect and presents absolute “**No Demand Certificate**” in the prescribe form of DIWT or behalf of deptt. Shall refund the security deposit to the contractor after deducting all costs and other expenses that the purchaser may have incurred and all dues and money including all losses and damages which the purchaser entitled to recover from the contractor.

9. Risk or loss or damage to authority or purchaser's property :

- (i) All the property of the deptt. or purchaser to whether with or without deposit to the contractor in connection with the contract shall remain the property of the department / the purchaser, as the case may be. The contractor shall use property for the purpose of the execution of the contract and no other proposes whatsoever.
- (ii) All such property shall be deemed to be in good condition received by the contractor, unless he shall have within seventh of the receipt thereof notified the DIWT, to the contrary the contractor fails to notify any defeat in the condition quality of such property he shall be deemed to have lost right to do so at any subsequent stage.
- (iii) The contractor shall return all such property in condition. The contractor shall be liable for loss or damages of such property in the possession of or under the control of the contractor, his employees or agents and responsible for the full value thereof to be assessed by the DIWT on behalf of the deptt. Whose decision shall be final and binding on the contractor.

(iv) Where such property is insured by the contractor against loss of fire at the request of the Authority of the purchaser such insurance shall be deemed to be effected by way of additional precaution and shall not prejudice the liability of the contractor as aforesaid.

10. Charges for work necessary for completion of the contract:

The contractor shall pay all charges for handling, stamping, printing, painting, marking, and for protection and preserving patent rights and for all such measure which the inspector may require the contractor to take for the proper completion of the contract though no special provision in respect thereof may have been made in the particulars.

11. Time and date of completion of work :

The time and the date stipulated in the tender for the completion of the work shall be deemed to be the essence of the contract. In case of delay the contractor shall in addition to their liabilities mentioned in the special condition of contract be liable for all cost of inspection which may be incurred after the date on which the work ought to have been completed. But if the delay shall have arisen from any cause such as natural calamities, strikes, location, Fire, accident, riot etc. which the purchaser may submit as reasonable ground for further time, the purchaser will allow such additional time as he may consider to have been required by the circumstances if the case.

12. Progress Report :

- (i) The contractor shall from time to time render report concerning the progress of the contract in such form as may be required by the DIWT on behalf of the deptt.
- (ii) The submission, receipt, and acceptance of such report shall not prejudice the right to the purchaser under the contract, nor shall operate as estoppels against the purchaser severely by the reason of the fact that he has taken notice of or objected to any information contained in such report.

13. Certificates and Fees :

All test certificate and other certificates are to be handed over to the Director, IWT Assam, or his representative on completion of the vessel/ boats / barge by the contractor with the report that the vessel/ boats / barge are ready for delivery. The contractor shall pay all the fees in connection with the certificates and all royalties or incurred other fees during the construction of vessels/boats.etc.

14. (a)Contract Price : Subject to any deduction and addition authorized by and to the other provision of the contract, deptt. shall apply to the contractor for the building, equipments, testing, and delivery at specific destination the vessel/boats/ barge including the cost of docking (import and custom duty if applicable) and for all other the working matter, things and obligations to be executed, done supplied and performed by the contractor under this contract including the provisions of the spare parts as specified which said amount herein called the contract price.

(b) System of payment: Unless otherwise agreed in written between Director, IWT Assam, on behalf of the department and the contractor payment for the work shall be made by the DIWT on behalf of the deptt. as per measurement of work done periodically as per APWD norms. The Payment will be made as per the actual measurement of works as per specification provided in the NIT and on availability of fund receive from the Govt. The final payment will be made after satisfactory test & trial and delivery in good condition. The bills will be submitted by the supervising officers deputed by the DIWT for necessary supervision of the work time to time who are also responsible for submission of periodic progress Report of the work.

Non - receive of payment cannot be a plea for delay in progress of work. The work shall be completed within the stipulated / allotted time period.

15. Ownership of materials on payment of first installment:

Upon payment of the first Running bill of the contract price of the vessel / boats/ pontoons so far as then constructed and all machinery and materials installed either wholly or partly constructed. Separation and set apart from time to time for the purchase of the contract shall become and shall with all additions there to respectively continue to be the property of the purchaser subject to the purposes of the contract. But the purchaser shall not be liable for any loss or damage by theft, fire, storm or weather or otherwise. However upon the due completion of the contract all such materials which have not been actually used for purpose of the contract shall become the property of and be relinquish to the contractor.

16. Dock and Harbor Dues, Royalties and patents:

The contractor shall pay dock and harbor dues, all royalties and other sum of money which shall be or become due or payable in respect of any patented, registered, or protected articles or design which shall be used by him in or about the construction of the vessels/ boats/ pontoons and shall an all time indemnity department and their officer and agent therefore and from all the action, suit, demand and claims in respect of the said royalties and other sums of money or any of them and from all costs, charges, damages, and expense in any way arising therein or incidental thereto.

17. Withholding and lien in respect of sums claimed :

Whenever any claim or claims for payment of sum of money arise out of or under the contract against the contractor, own purchaser shall be entitled to withhold and also have a lien to retain such sum or aims in whole or in part from the security deposit furnished and also have a lien over the same pending finalization or adjudication to any such claim. In the event of the security being insufficient to cover the claims amount or amounts or if no security has been taken from the contractor, the purchase shall be entitled of the such claim amount or amounts referral to supra from any sum or sums found payable or which at time thereafter may become payable to the contractors under the same Government or any other contract with the purchase of the pending finalization or adjudication of any such claim. It is an agreed term of the contract that

the sum of money so withheld or retained under the lien referred to above by the purchaser till the clause arising out of or under the contract is determined by the arbitrator.

18. Indemnity :

(i) The Contractor shall at all time indemnify the purchaser against all claim which may be made in respect of the vessels/ boats/ pontoons for infringement of any right protected by patent, registration of designed or trade mark. Provided always that in the event of any claim in respect of alleged breach of patent, registered designs or trade mark being made against the purchaser. The purchaser shall notify the contractor of the same and the contractor shall at his own expense either settle any other dispute or conduct and litigations that may arise there form.

19. Corrupt Practice :

(i) The contractor shall not offer or to give to any person the employment of the purchaser or working under the orders of the DIWT, any gift or consideration of any kind as an documents or rewards for doing or forbearing to do or for having he or forborne to do any act in relation to the obtaining or auction of the contract or for showing or forbearing to show our or disfavor to any person in relation to the contract or other contract with the purchaser.

Any breach of the aforesaid condition by the contract or one employed by him or acting on his behalf (whether with or without knowledge of the contractor) or the commission of any offence by the contractor or any one employed by him or acting this behalf under chapter-IX of the Indian Panel Code1860 or the Preservation of Corporation Act 1947 or any other Act noted for prevention of corruption by Publication Servants shall entitled the DIWT on behalf of Deptt. to cancel the contract and all or any other contracts with the contractor and recover from the contractor the amount of any loss arising on such cancellation in accordance with the provisions of special condition and General Condition.

(ii) Any dispute on difference in respect of either the interpretation effect or application of the above condition or the amount recoverable there under by the purchaser from the contractor, shall be decided by the DIWT on behalf of deptt.

20. Insolvency and Breach of Contract :

The DIWT on behalf of Deptt. may at any time, by notice in writing summarily determine the contract without compensation to the contractor in any of the following events as it to say :-

(i) If the contactor being an individual or if a firm or any partner thereof shall at any time be adjusted in solvent or all have a receiving order or other for administration of his state made against him or shall take any proceeding for composition under any insolvency Act for the time being in force make any conveyance or assignment of his effect or enter into by arrangement or composition with his creditors or suspend payment or if the firm be dissolved under the Partnership Act, or

(ii) If the contractor being a company is wound up voluntary or by the of a court or a receiver, Liquidator Manager on behalf of the Debenture-holder is appointed or circumstances shall have arisen which entitled the court of debenture-holders to appoint a Receiver, Liquidator or Manager.

(iii) If the contractor commits any breach of the contract not herein specifically provided for : Provided always that such termination shall not prejudice any right of action or remedy which

shall have accrued or shall accrue thereafter to the purchaser and provided also the contractor shall be liable to pay to the purchaser. For any extra expenditure he is thereby put to and the contractor shall under no circumstances be entitled to any gain on repurchase.

21.1 Arbitration :- Except as otherwise provided herein before, all question, disputes or difference in respect or which the decision has not been final and conclusive arising between the contractor and the deptt. in relating to or in connection with contract shall be referred for arbitration in the manner provided as under and to the sole arbitrator appointed as follows :-

(i) Either or the parties may give the other notice in writing of the existence of such question dispute or difference.

(ii) Within 30(thirty) days on receipt of such notice from either parties the senior supervising / Inspecting Officer in-charge of the work at the time of such dispute shall send to the contractor a panel of three person and thereafter the contractor within 15(fifteen) days of

receipt of such panel communicate to the Senior supervising/inspecting officer in-charge the name of one of the person from such panel and such a person shall then be appointed a sole arbitrator by the DIWT, Assam. However the arbitrator so appointed shall not be an officer or the employee of the DIWT Assam.

(iv) Provided the if the contractor fails to communicate the selection of a name out of the panel so forwarded to him the Sr. Supervising/Inspecting officer in-charge that after the expiry of the aforesaid stipulated period the DIWT shall appointed another person to act as sole arbitrator, such person shall be entitled to proceed with the reference from the stage at which it was left by the predecessor.

21.2 The arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, then the DIWT shall appoints another person to act as sole arbitrator, such person shall be entitled to proceed the reference from the stage at which it was left by the predecessor.

21.3 The award of the arbitrator shall be final and binding. The Arbitrator shall decide in what the Arbitrator's Fees as well as the cost of arbitration proceedings shall be borne by either party.

21.4 The Arbitrator with the consent of the parties can enlarge the time, from time to time to make and publish his award.

21.5 A notice of the existence in question , dispute or difference in connection with the contract unless served by either party within 30 (thirty)of the expiry of the defect liability period, failing which all rights and claims under this contract shall be deemed to have been waived and thus forfeited and absolutely barred.

21.6 Where the amount of claim is Rs. 1.00 lakhs (one lakh) only and above the arbitrator shall give reason for the purpose.

21.7 The work under this contract shall contain during Arbitration proceedings and no valid payments due from or payment by the Authority shall be withheld on account of such proceedings except to the extent which may be in dispute.

21.8 The Arbitration and Cancellation Act-1968 together with any statutory modifications or re-enactment thereof and the rules and there under for being in force shall apply to the arbitration proceedings under this clause.

In case contract with another Public undertaking the Clause-21.1 to 21.8 shall stand deleted and the following Arbitration Clauses shall apply.

Except as otherwise provided, in case of a contract with public sector undertaking if at any time any question dispute difference whatsoever arises between the parties upon or in relation to, or in connection with this agreement, the same shall be settled by arbitration in terms of Ministry of Industry, department of Public Enterprises O.M. No. 3/5/93-pma, DT.30.0601993 or any modification / amendment thereof.

The Arbitration shall have the power to enlarge the term of rate the award with the consent of the parties provided always that the commencement or continuation of the arbitration Proceeding shall not result in cessation or suspension of any or other rights and obligation of the parties of any payment due to them there under.

The venue of the arbitration proceedings shall be at Guwahati.

It is further clarified that both the parties to this agreements hereby undertake not to have recourse to civil court to solve any of their dispute whatsoever, arising out of the agreements except through arbitration.

22. Laws Governing the Contract :

- (i) This contract shall be Governed by the laws of India for the time being in force.
- (ii) Irrespective of the place of delivery, the place of performance or place of payment under this contract, the contract shall be deemed to have been made at the place from which the acceptance of tender has been issued.
- (iii) Jurisdiction of courts: The courts of the place from where the acceptance of tender has been issued shall along have jurisdiction to decide any dispute arising out of or in respect of contract.

23. Power of the Deptt. to take possession of vessels and materials in certain cases and complete works:-

Subject to the terms of the contract, in the event of the contractor making default in the prosecution of construction of the pontoon/barge/vessel/Boats and machineries or in the event of contractor becoming insolvent or from any cause going or taking step to go into liquidation (except a voluntary liquidation undertaken with the object of amalgamation or reorganization by separation of the department of the contractor in to separate companies or taking any statutory measures.

It's creditors itself competent for (but not incumbent upon) the Deptt. After issuing three consecutive notices to the contractor, in writing to take possession of the pontoon/barge/vessel/Boats in her then state and all other materials and machineries and all

intended for here, as before mentioned and to complete the pontoon and machineries and for this purpose to power to enter in to any contract with other contractors or manufacturers and to use the yard and yards, workshops, machineries and tools of the contractor or such other contractors or manufacturers with contracts may have entered into sub-contracts and the reasonable cost incurred by the exercise of any of the power of this clause shall be deducted from the purchase money then unpaid, if sufficient, and if not sufficient, shall be made good by the contractor.

24. Appeal:-

If the contractor desires to appeal against the decision of the Inspector/Supervisor against the rejection of any work as not being in accordance with the contract, he shall appeal to the DIWT within fourteen days after the Inspector's decision and if an appeal is so preferred the decision of the DIWT on behalf of Deptt Shall be final and conclusive.

25. DIWT'S certificate to be final :-

Whatever in this contract provision is made for any question, arrangement, amount matter or things being settled, decided, certified or determined by the DIWT or by the Inspecting Authority or officer or by the representative or resting upon or being governed or controlled by or submitted to the judgment or opinion of them/him or any of them/their/his assessment, decision, certificate, determination judgment or opinion shall unless otherwise stated therein be final and conclusive for all purposes and shall be binding on the Deptt. And the contractor not withstanding anything contained in this contract.

26. Deptt. and their staff not to be personally liable:-

Nothing in these presents shall be deemed to or shall impose any personal liability of the Deptt. or their staff.

27. Standard Break Clause:-

(1) The purchaser shall in addition to this power under other clauses to determine this contract have power to terminate his liability there under at any time of giving three months(or such shorter period as may be mutually agreed) notice in writing to the contractor of the purchaser's desires to do so and upon the expiration of the notice after the contractor shall be determined on without prejudice to the right of the parties accrued to the date of termination but subject to the operation of the following provisions of this clause.

(2) In the event of this notice being given the purchaser shall be entitled to exercise as soon as may be reasonable practicable within that period the following powers or any of them:-

(a) To direct the contract to complete in accordance with the contract all or any articles parts of such articles or components in course of manufactures at the expiration of the notice and to deliver the some at such rate of delivery as may be mutually agreed or in detail of agreement at the contract rate. All article delivered by the contractor in accordance with such directions and accepted shall be paid at a fair and reasonable price assessed in the basis of the contract price when it exists.

- (b) To require the contractor on receipt of the notice of termination:
- (i) Immediately to take such steps as will ensure that the production rate of the articles specified in the schedule and parts thereof is reduced as rapidly as possible.
 - (ii) As far as possible consistent with (i) above to concentrate work on the completion of parts already in partly manufactured state ; and
 - (iii) To terminate on the best possible terms such orders for materials and parts bought-out in a partly manufactured or wholly manufactured state as have not been completed, observing in this connection any directions given under this paragraphs (a) and (b) (i) and (ii) above as far as this may be possible.
- (3) In the event of such notice being given provided the contractor has reasonably performed all the provisions of the contract binding upon him down to the date of this notice:
- (a) The purchaser shall take over from the contractor at a fair and reasonable price (assessed on the basis of the contract price of the completed articles) all unused undamaged and acceptable materials, bought out components and articles in the course of manufacture in possession of the contractor at the expiration of the notice and properly provided buy or supplied to the contractor for the performance of this contract except such materials, bought out components are supplied to the contractor through the intervention to the purchaser or on his behalf :-
 - (1) The said fair and reasonable price shall be assessed on the basis of the cost price of such materials and /or components and
 - (2) (a) If the contractor elects to retain any materials bought-out components and articles as in this clause provided he shall settle all claims of supplier in respect of the materials and / or components supplied to him as aforesaid including any claims to any extra charge (If the original stipulated terms had been concessional) and shall keep the purchaser indemnified against the same.
 - (b) The contractor shall deliver in accordance with the direction of the purchaser all such unused, undamaged and acceptable materials, brought –out components and articles in course of the manufacture (except as aforesaid) taken over by or previously belonging to the purchaser and the purchaser shall pay to the contractor fair and reasonable handling and delivery charges therefore.
 - (c) The purchaser shall indemnify the contractor against the commitments, liabilities or expenditure which in the opinion of the purchaser are reasonable and properly chargeable to the contractor in connection with the contract to the extent to which the purchaser is satisfied that such commitments, liabilities or expenditure would otherwise represent and unavoidable loss by the contractor by reason of the termination of the contract .provided that in the event of the contractor not having observed any direction given to him under the sub-clause (2) hereof the purchaser shall not be liable under the sub-clause to pay any sums in excess of those for which the purchaser would have been liable had the contractor observed that direction.

1. If in any particular case exceptional hardship to the contractor should arise from the operation of this clause it shall be open to the contractor to refer the circumstances to the Director, Inland Water Transport, Assam acting on behalf of the purchaser who on being satisfied that such hardship exists shall make such allowance if any as in his opinion is reasonable.
2. The purchaser shall not in any case be liable to pay under the provisions of this clause any such sum which when taken together with any sums paid or due or becoming due to the contractor under this contract shall exceed the total price of the articles specified in the schedule payable under this contract.
3. The contractor shall in any substantial order or subcontract planned or made by him in connection with or for the purpose of this contract take power wherever possible by securing the acceptance of the subcontractor to terminate such order or subcontract in the event of the termination of this contract by the purchaser.

(SECTION-IV)
SPECIAL CONDITION OF CONTRACT

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PART-3
SPECIAL CONDITIONS OF CONTRACT

1. Performance of the work:-

The work shall be performed at the place or places named in the tender or at such other place or place named in the tender or at such other place or places as may be approved by the Purchaser.

2. Specification:-

In particular and without prejudice to the foregoing condition, when tenders are called for in accordance with the particulars, the contractor's tender to supply the pontoons/vessel/boat in accordance with such particulars shall be deemed to be an admission his part that he has acquainted himself with the details there of and no claim shall lie against the purchaser on the ground that the contractor did not examine or acquaint himself with such particulars.

3. Guarantee for the Equipments supplied/fitted.

The contractor will be required to obtain and furnish a guarantee for the equipments fitted on the pontoons/vessel/boat to the effect that General spares suppliers will be in a position to supply the spare parts of the equipments and the spares will continue to be available from the stock for a period of at least seven years from the date of the receipt of the machineries and equipments.

4. Mistake in Drawings:-

The contractor will be responsible for and shall pay for any alternations of the work due to any discrepancies, errors or omissions in the drawings or other particulars supplied by him whether such drawings or particulars have been approved by the purchaser or not provided that such discrepancies, errors or omission be not due to inaccurate information or particulars furnished to the contractor on behalf of the purchase if any dimensions figured upon a drawing or plan differ from those obtained by scaling the drawing or plan, the dimensions as figured upon the drawing or plan shall be taken as correct.

5. Variation (i.e. Modification in design and dimension):-

Should any alternations in or additions to the works as specified in the said specifications not involving extra cost to the contractor be considered necessary or expending by the contractor or by the DIWT, or the Inspecting Authority or officer and be mutually agreed on in writing the contractor shall execute the same without any charge beyond and contract Price. But if the DIWT shall desire any alternation or additions involving extra cost to the contractor before executing the same shall tender to the DIWT written offer stating the nature and cost of such alternations and the extension of time if any required for making them and if the DIWT ,shall accept the said offer and allow such extension of time in writing the contractor except such as may be embraced in such offer and acceptance .The contractor shall allow the IWT ,the value as shall be mutually agreed in writing or any materials and workmanship dispensed with by any such alterations or additions.

Provided that no such variations shall except with the instructions from the Inspector as to carry out the work which either than or later will in the opinion of the contractor, involve a claim for additional payment, the contractor shall, as soon as reasonably possible after receipt of instructions aforesaid advise the Inspector to that effect.

6. Approval of drawings with consent of DIWT

The detailed drawings so prepared from the general arrangements drawings should be get approved from DIWT.

7. Contractor to construct, Equip, Test and Trial and Delivery the pontoon/ Vessel/ Boat:-

Subject to the accordance with the provisions of the contract, the contractor shall and in the best and most workman like manner and with material, thing and workmanship repetitively of the best kinds build, equip and test of the satisfaction of the DIWT deliver to the representative afloat and in the condition provided by this contract, the pontoons/vessel/boat of the descriptions dimensions containing the accommodation and supplied with all apparatus, permanent and temporary fittings, outfit and gear and the spare gear mentioned and described in or to be informed from the modifications here to attached and from the specifications furnished by the contractor and accepted by him for the purposes of this contract, both of which herein after called the said specifications here to attached and from the plan or plans which have for purposes of identification shall supply and deliver as herein after mentioned the spare specifications and the said plans ,supplementary drawings herein after be furnished and given by the contractor to and be manner aforesaid when requested by the DIWT, supply further drawings and execute and complete to the satisfaction of the DIWT all other works, materials and said specifications and the said drawings furnished and given to and approved by the DIWT shall provide to the satisfaction of the DIWT labour superintendence, power, materials and things which shall be requisite for the due performance execution and completion of all and every work matter and things hereby contracted to be executed and done.

8. Contractor to Include Execution and Supply of all work matters and things required by DIWT , for due performance of contract :-

This contract shall be deemed to comprise the construction, testing, Installation of the equipment/machineries and delivery complete in working order in all respects of the floating pontoons together with the equipment and all other things to be supplied in connection therewith and the due performance, execution and completion of all works, matters and things necessary or proper for such construction, installation of equipment/machineries and delivery at the price herein after mentioned and accordingly the contractor shall execute all works and supply all things which the DIWT, or Inspecting Authority or officer and to their satisfaction according to the true intent and meaning of this contract and notwithstanding that any such work or things respectively may not be expressly mentioned or referred to in the said specification and the said plans and the contractor shall not be entitled to any payment or allowance whatsoever in respect thereof unless such payment or allowance is ,in the opinion of the DIWT occasioned on account of such modifications of the said contract, as have been agreed to in writing by the DIWT.

9. INSPECTION:-

(a) Obligation to carryout Inspector's instructions:-

The contractor shall satisfy the inspector that adequate provisions has been made (i) to carry out his instructions fully and with promptitude (ii) to ensure that parts required to be inspected before use are not used before inspection and(iii) to prevent rejected parts being used in error .Where parts rejected by the inspector have been rectified or altered. Such parts shall be segregated for separate inspection and approved before being used in the work.

(b) Inspection and testing during progress of work:-

The contractor shall offer DIWT, or the Inspecting Authority or officer all proper and reasonable facilities for examining inspecting and testing the materials, machinery and workmanship used or intended to be used or employed during the progress of the construction and installation of equipment of the vessel/Boat and on the completion thereof and shall also supply free required from time to time for the purpose of such examinations, inspections and testing's. The DIWT the inspecting Authority or officer shall have access to the place or places where any stored at all reasonable times during the execution of this contract and in case any part of the work shall have been covered or closed without previous inspection the contractor shall if required open such part or parts wherever necessary to enable the part so opened up at the expense of the contractor.

(c) Instruction for inspection:-

The contractor shall inform the inspector in writing when any portion of the work is ready for inspection, given him sufficient notice to enable him to inspect the same without retarding the further progress of the work. No portion of the work shall be considered completed in accordance with the terms of the contract until the inspector shall have certified in writing that it has been inspected, and approved by inspection and/or tests at placed agreed upon in the contract will be defrayed by the purchaser, provided that the results are satisfactory and in accordance with the terms or contract. In the event of instruction and/or test providing unsatisfactory and resulting in the non acceptance of the plan /structure or any portion thereof, the cost of such inspection and /or test(Including the travelling and halting expenses incurred, if any)or such portion thereof as may be determined by the purchaser shall be borne by the contractor.

10. Replacement of defective work, material and fittings:-

All materials, machinery and workmanship used and employed in carrying out this contract shall be to the entire satisfaction of the DIWT or the Inspecting Authority or officer. Any portion or portions of the materials, machinery or any of the works done under this contract which may be considered by the works done under this contract which may be considered by the commission or the inspecting Authority or officers to be defective or unsatisfactory or not in accordance with the said specifications and plans and the requirements of the

pontoon/vessel/boat and which he shall reject shall be replaced in a manner satisfactory to the DIWT, or the Inspecting Authority or officer at the sole expense of the contractor. If the Inspector shall find any work to be not in accordance with the contract, he shall be entitled to give the contractor notice thereof and the contractor shall forthwith make the defective work good or alter the same to make it comply with the requirements of the contract. Should he fail to do so within a reasonable time (as to which the Inspector shall be judge) the purchaser may reject and replace at the cost of the contractor the whole or any portion of the work as the case may be, which is defective or fails to fulfill the requirement of the contract. Such replacement shall be carried out by the purchaser within a reasonable time to the same specifications and under competitive conditions. The contractor's full and extreme liability under this clause shall be satisfied by the payment to the purchaser, of the extra cost, if any, of such replacement delivered and/or cost, being the ascertained difference between the price paid by replacement and the contract price for the work so replaced and the repayment of any sum paid by the purchaser to the contractor in respect of such rejected work within reasonable time, the contractor's full and extra liability under this clause shall be satisfied by the repaying of all moneys paid by the purchaser to him in respect of such work.

11. Trials:-

Forthwith after the completion of the floating pontoon in manner expressed in the last proceeding clause the floating pontoon shall undergo, in the presence of the DIWT and the Inspecting Authority or officer or their representative trials near the yards of construction or any other places as mutually agreed upon in accordance with the provisions of the specifications and as directed by the DIWT or the Inspecting Authority or officer.

The said trials shall be at the sole expense and risk of the contractor who shall pay and discharge all costs and bear all liabilities whatever arising out of the same. The contractor shall supply all crew and officers, fuel, gear and equipment required for the trials, all at his own expenses and shall also be responsible for all risks to the pontoons and other craft or to any person or property during the continuance of such trials and make good any damage which may arise in consequence thereof and indemnify the authority and their officer/and servants there from and from all claims, action, suits and proceedings and all costs, charges and expenses in respect thereof or in any way arising there out or incidental thereto. Provided that all claims in respect of the employees or representative of the deptt. Shall be met by the Deptt.

12. Delivery

(a) Preparation for voyage and delivery :

Immediately after completion of satisfactory test and Trials the contractor shall proceed to make the floating pontoons ready for the delivery at Guwahati in a proper and seaman- like manner at their own risk at Guwahati in the charge of the representative in such suitable place and position as may be indicated by him complete with all necessary certificates and licences and in a good, complete and satisfactory condition of repair, fair wear and tear, consequent on the voyage accepted and with all stores and equipments in the specifications mentioned or herein provided

for on board , any damages incurred(other than fair wear and tear) or defects discovered during such navigation being made good by the contractor at his own expense prior to such last mentioned delivery . All costs and charges of every description in connection with the delivery are to be borne by the contractor and all dock, canal and harbour dues and charges are to be paid by him.

The contractor shall comply with all Department of Surface Transport Rules if any and must also satisfy the requirements of the insurance broker, underwriters and surveyors and not do anything or leave anything undone whereby the cost of insurance premium is increased. Should the cost of insurance be in any way increased by the failure of the contractor to meet such contractor.

(b) Spare Parts:-

The spare parts as required to be supplied under the contract shall at Guwahati at the expense of the contractor and delivered to the representative.

Should it be necessary for the contractor to send any of the spare parts by a separate means, the contractor shall be responsible for the cost of delivery and also for the proper packing ,storage and protection whilst on the board and for their subsequent reception and landing at Guwahati and delivery to the representative

(c) Provision as to the trials :-

As soon as the floating vessels shall have been re-equipped and made ready for work to the satisfaction of the representative it shall then undergo such trial as their representative may require to demonstrate that neither the hull, machinery/equipment nor any other parts of the pontoons/boat/vessel have been damaged during the delivery and that all are in good working order and that the pontoons/boat/vessel are up to the standard required when working under local conditions. Any defect noticed during such trial shall be rectified by the contractor to the satisfaction of the Director or /boat/vessel

(d) Vessels to be at contractor's risk until the issue of certificate of delivery.

The said delivery and re-equipment of the pontoons shall be at the expense and risk of the contractor who shall (in accordance with clause 12(a),(b),(c) thereof pay and discharge all costs and liabilities thereof and connected therewith and shall continue to be responsible for the safety of the pontoons until the DIWT or his representative shall have accepted delivery thereof as herein after mentioned . If any loss (whether total or otherwise) shall be sustained or incurred by the pontoons/Boat/vessel by any means or from any cause either during the delivery of before acceptance by the DIWT then and in any such case the contractor shall at his own expense forthwith make good such loss subject in the case of total or constructive total loss to the provision of clause 17 thereof.

(e) As to acceptance of delivery:-

When and as soon as the pontoons shall have been duly equipped and made ready for work in accordance with the specifications and shall be in a complete and satisfactory condition with their certificates, licence and outfits and spare gears enumerated in the specifications on board then the pontoons shall be delivered to the representative of DIWT who shall thereupon give to the contractor or to such other persons who may be appointed by the contractor to receive the certificates of such delivery and of the date thereof and the granting of such certificates shall along be evidence of the acceptances by the DIWT, of the delivery and of the date thereof.

(f) Power for representative to dismantle and re-equip the pontoons/ vessels/ boats due to default of contractor :-

If after the test and trial of the pontoon/Vessel/Boats, the equipments and auxiliary machineries are defective and the contractor shall fail to dismantle any equipment/ machineries of the pontoon/Vessel/Boats and re-equip and make them ready in all respects for work in accordance with the provisions of clause 12(c) hereof to the satisfaction of the representative of shall in the opinion of the representative be carrying on such dismantling, re-equipment and making ready for work negligently, improperly or so slowly as to cause or be delayed then in any such case the representative on behalf of the Deptt. may without violating this contract take the pontoons/boat/vessel out of the possession of the contractor and employ and persons or workmen upon such terms as he may think fit to dismantle and re-equip the pontoon/boat/vessels and make them ready for work in accordance with the specifications and this contract and to perform any of the other obligations of the contractor under this contract which shall remain to be performed and the contractor shall pay to authority such a sum as shall be certified in writing by the representative represent the costs and expenses incurred by authority or the representative by reason or in course of the exercise of any of the powers conferred on the representative under this clause or Authority may at their option deduct such sum from the contract price.

13. Number of workmen and rate of progress to be increased on requisition of DIWT:-

The contractor shall at all times during the progress of the construction and installation of equipment and machineries of Pontoon /boat/vessels and subject to the limits of his control to the matter of labour employment and sufficient number of skilled workman and labourers with necessary over lookers and proceed with the works hereby agreed to be executed (herein after referred to as the “works”)with such des patch as in the opinion of the DIWT ,or Inspecting Authority or officer shall be necessary in order to secure the due completion of the vessels within the time limit for that purpose by the contractor and shall also at times during the progress of the works upon being required to do so by the of progress of the pontoon/boat/vessels and of the work in accordance with any such requisition and to the satisfaction of the DIWT, or the Inspecting Authority or officer provided always that nothing herein contained nor anything done or omitted to be done by the DIWT, or the Inspecting Authority or officer on behalf of DIWT in pursuance hereof shall be deems to release the contractor from or diminish or affect obligation to complete the pontoon/boat/vessels within the limit by this contractor or their liability in respect thereof.

14. Damage for delay in the delivery and Force Majeure :-

If the contractor fails to deliver the Pontoon/boat/vessels within the period fixed for such delivery or for trials as per clause 11 above or at any time repudiates the contract before the expiry of such period the Authority may without prejudice to its right recover damages for breach of the contract damage equivalent to ½ % of the contract price of the Pontoon/boat/vessel which the contractor has failed to deliver within the period fixed for delivery for each week for part of a week subject to a maximum of 5 % of contract price where the delivery is accepted after expiry of the aforesaid period of repudiation of the contract the security of the contractor shall be liable to be forfeited and shall also be liable for any loss which the authority may sustain on that account. Provided always that if the chairman shall arise either in connection with the works or the contractor or their authorized subcontractor from a general strike or sectioned disputes of workmen or Owners or accidental fire or destruction of the contractors works from storms or exceptionally bad weather. Act of god and other causes which in the opinion of the DIWT, behalf of Govt. were unavoidable and could not be foreseen or overcome by the contractor. then and in such cases the liquidated damage shall not be payable in respect of the period certified to be due such cause and the DIWT on behalf of Govt. shall have power to extend accordingly the time fixed for completion.

15. Guarantee period :-

In the event of any defect being discovered in any part of the Pontoon/boat/vessels the machineries or equipments of fittings (which is not attributable to fair wear and tear of the Pontoon/boat/vessels nor to improper management on the part of the official staff of the pontoons during a period of twelve calendar month from the date of delivery certificate, the contractor shall supply to Deptt. Or their representative respectively new parts to replace any that may be proved to have been so defective or shall pay to authority such sum as it would cost the contractor to supply at Guwahati such parts for replacement from the contractor's works. The cost of receiving any such defective parts and or fitting such parts in replacement from the contractors works. The cost of receiving any such defective parts and or fitting such parts in replacement thereof shall be borne by the contractor or be adjusted as liquidated damages from the security deposits/payment of last installment of the contract price to such amount as it would in the opinion of the DIWT have cost the contractor if the removing and replacing had been done at their works. The contractor shall also be entitled to have any workmanship or material claimed to be defective inspected by a representative to be appointed by them for that purpose or should the contractors so require, authority shall be bound to consign to the contractor at his works in and at the contractors expense the parts claimed by the DIWT, to be defective so that the contractor may have an opportunity of satisfying himself as to the defect complained of and also be in a position to operate his relief if any against any sub-contractor in respect of such defective parts.

16. Registration of pontoon/ Vessel/ Boat:-

The contractor shall give all such registration and other certificates of guarantee of all auxiliary machines and documents and do such other acts and things as may be necessary or proper on his part for the registration of the Pontoon/boat/vessels in the name of the Deptt. or the representative or other agent of the Deptt whom the Govt. may appoint for that purpose. Failing this the contractor must arrange for the Pontoon/boat/vessels to proceed to site of

delivery under a "Pass" from the appropriate Authority at any point and all the necessary payments or penalties which will become payable by the contractor. DIWT, the representative or the said agent by reason defect in such registration or during the delivery of Pontoon/boat/vessels at site shall be paid by the contractor or may be deducted from the money payable to him under this contract and he shall indemnify the Deptt. or representative and said agent respectively there from and from all claims actions suits and proceeding and all costs charges and expenses in respect thereof.

17. Insurance:-

The contractor shall at his own cost fully insure and kept insured in the joint names of the DIWT and the contractor the Pontoon/boat/vessels and the machineries, materials and things, used or intended for use in the construction and outfit thereof in the sum of not less than the contract price and also to keep insured the value of any modifications additions and spare parts as may be agreed upon from time to time during the construction of the Pontoon/boat/vessels.


The policy/policies shall be effected with reputable insurance company approved by the Govt and shall comprise Insurance against fire ,launching and all other risks accidents and damages excluding War Risks which for the time being can be covered by insurance during and after the construction of the Pontoon/boat/vessels and whilst she remains in the harbour or the yard of construction or when engaged on or in connection with any trials made under this contract as well as the perils of the river and all other risk of every kind including War Risks so far they are insurable, or whilst lying therein or on a slipway or in a day dock or being

tried near there to previous to being accepted by DIWT, and the contractor shall from time to time (if from any cause the Pontoon/boat/vessels shall not be delivered to and accepted by the DIWT ,during the term of such policies) renew the said insurance and pay and continue to pay all premium which shall become payable in respect of such insurance and within seven days from the date when such renewed insurance is effected or premium paid shall deliver to the DIWT the policy or policies thereof and the receipts or receipt for such premium provide always that in case of default by the contractor to keep up the said insurance or to effect any such renewal assurance as aforesaid then the Deptt. If they shall think fit shall be at liberty to do so and thereupon the contractor shall reply the Deptt. the amount of the premium paid by them or by them or the authority shall be at liberty at their opinion to deduct the amount there of from any sums payable to the contractor under the contract provide also that nothing wherein contained nor anything done or omitted to be done by the authority in pursuance hereof shall be deemed to release the contractor from dimension affect his obligation to keep the vessels machineries, material and things insured to the amount of the value thereof from time to time in accordance herewith until her acceptance as place or delivery mentioned in the contract shall or affect the liability of the contractor in respect thereof. If any event shall happen giving rise to a claim under insurance policy to be effected under this clause or if Pontoon/boat/vessels shall become a total or constructive total loss delivery and before the acceptance by the representative owing to partials of the river or other risk insurance so far as they are insurable to be effected for the delivery at site. The Deptt. without prejudice to the right to have this contract performed within such extended time and at such price as may be mutually agreed and failing agreement determined by the DIWT on behalf of the Deptt. shall give the money which shall become payable under whichever of the said policies the claim shall arise and retain the same paying the contractor the difference between the aggregate of such sums at they may have previously paid

the contractor under this contract and such total amount as the DIWT may certify would have been payable to the contractor if this contract had been terminated .Provided that the Pontoon/boat/vessels are covered against war risks the premium on that account shall be payable by Authority.

18. EXTENSION OF TIME FOR COMPLETION

Should the amount of extra or additional work of any kind, or any cause of delay referred to in these conditions, or exceptional adverse climatic conditions, or other special circumstances of any kind whatsoever which may occur, other than through a default of the Contractor, be such as fairly to entitle the Contractor to an extension of time for the completion of the works, the client shall determine the amount of such extension and shall notify the Contractor accordingly. Provided that the client is not bound to take into account any extra or additional work or other special circumstances unless the Contractor has within ten days after such work has been commenced, or such circumstances have arisen, or as soon thereafter as is practicable, submitted to the client full and detailed particulars of any extension of time to which he may consider himself entitled, in order that such submission may be investigated at the time.


Director
Inland Water Transport, Assam
Ulubari, Guwahati-7

22/12/19

(SECTION – V)

TECHNICAL SPECIFICATION

“CONSTRUCTION OF 25 (TWENTY FIVE) NOS. OF 17.0 M LONG STEEL FLOATING TERMINALS FOR 25 GHAT BANKS ON THE RIVER BRAHMAPUTRA” UNDER 100% CENTRAL SECTOR SCHEME

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(SECTION – V)

“CONSTRUCTION OF <u>25 (TWENTY FIVE) NOS.</u> OF 17.0 M LONG STEEL FLOATING TERMINALS FOR 25 GHAT BANKS ON THE RIVER BRAHMAPUTRA” UNDER 100% CENTRAL SECTOR SCHEME

1. General

Definition:

In this specification the word **Floating Terminal/Pontoon** shall mean **25(Twenty Five)-nos. 17.00M** long single Decker Steel Pontoons/ terminals along with a 2.5m x 1.5 m **Gang way** up to each Pontoon collectively technical details of which are contained in this specification.

Owner shall mean Director, Inland Water Transport, Assam.

Builder shall mean the firm appointed by the owner to construct and installed the Terminal/pontoons at site.

Owner’s inspector shall means the inspecting authority appointed by the owner.

Owner representative shall mean the officer/organization appointed by the owner for taking the delivery of the pontoons.

Owner’s approval shall also mean the approval of the owner representative /approval of inspector as applicable.

Standard shall mean the relevant Indian BIS codes as applicable.

1.2 Intent:

It is the intent of this document, to outline the technical specification of the Terminal/pontoons and to set forth requirements for the fabrication of the same.

The builder is to fabricate the pontoon in accordance with the accompanying design and drawings test and install the same to the satisfaction of owner’s Inspector and at the location desired by the owner’s representative.

1.3 General description and main particulars:-

The Pontoon is to be stationed for major ferry ghats of the river Brahmaputra at the specified location to act as floating passengers jetty with office accommodation, cabin etc. with proper ceiling and frame. The builder shall construct the pontoons and install the required structural or out fitting elements which are required for mooring the pontoon. A 2.5m x 1.50m steel fabricated gangway is component of each pontoon.

The main particular of the pontoon are:

Type of Pontoon	Box type steel all welded
Length	17.00 M
Breadth	4.30 M
Moulded depth	1.40 M
Draft	0.50 M
Height from Deck	2.50 M

2.0 Construction

The pontoon is to be box shaped with swim ends. The hull is to be divided with **4(four)** water tight bulkhead.

2.1 Scantlings:

The materials of construction is to be mild steel IS 3039 or equivalent.

The hull scantlings are to be not less than those given below:-

Plating:

- | | |
|----------------------|--------|
| a. Keel | : 8 mm |
| b. Bottom Plating | : 6 mm |
| c. Side plating | : 6 mm |
| d. End bulkheads | : 6 mm |
| e. Internal Bulkhead | : 5 mm |
| f. Deck plating | : 6 mm |

Profiles:

- | | |
|-------------------|-----------------------------------------------------------------------------------------------|
| Deck side girder | : 75x75x6 mm |
| Pillars | : 2x75x75x6 mm |
| Side stringer | : 75x75x6 mm |
| Deck stringer Bar | : 32 mm round (Bulkhead to Bulkhead remaining portion forwarded and at hold 65x65x6 mm angle) |

Chine bar	: 32 mm round M.S
Centre Keelson	: 2x(75x75x8) mm
Keelson	: 75x75x8 mm M.S angle
Hull frame	: 75x75x6mm M.S angle
Deck Beam	: 75x75x6mm M.S angle
Frame spacing	: 500 mm
Bulk head stiffener	: 50x50x6 mm M.S. Angle spaces 500 mm
Deck Runner	: 75x 75x6 mm
Roof	: 0.63 mm thick CGI sheet roof (Tata Shakti/ Sail)
Side column	: 75x75x6 mm M.S. Angle.
(Over main deck) column	: 65x65x6 mm
Purling	: 50x50x6 mm Angle
Curtain plate	: 6 mm
Cabin Wall	: 5 mm plate, with 50 x50x6 mm frame.
Top and bottom knee On side frames	: 200 x200 x6 mm
Deck centre Girder	: 2 x (75x75x6) mm M.S. Angle

Welding scheme as approved by in Indian Register of shipping is to be followed throughout the pontoon .The weld leg length is not to be less than 5 mm and all butts to be for 100% strength. The plate preparation welding and dimensional accuracies are to be to the satisfaction of the owner/ owner's representative. Suitable carling is to be provided under bollards. Where ever the details are not given in the structural drawings, the builder is to prepare such details and submit the same to the owner for approval.

Watertight integrity of each enclosed space is to be checked by pressure testing as per IRS recommendation

Painting:

The surfaces and profiles are to be sand blasted and cleaned to remove mild scales. Thereafter they are to be coated with one coat (25 micron) of approved

quality ship primer prior to the construction. Each coat is to be applied only after it is ascertained that the previous layer has achieved the required hardness. All paints used are to be supplied by an approved paint manufacturer producing high quality paints. The painting scheme will have to be prepared and submitted by the builder for the owner's approval. The table below will give guidance for the preparation of the painting scheme.

Guidance Scheme(m below denotes micro-meter)

Area	Shop Printer	1 st Coat	2 nd Coat	3 rd Coat	Total dry mm
1.Bottom plating	RB Epoxy 25mm	Coltar Epoxy 100mm	Coltar Epoxy 100mm	Anti foul- 100mm	300 m
2. Boot top area	-Do-	Do	-Do-	-Do-	Do
3.Boot top to Deck at side	-Do-	Epoxy 100mm	Epoxy 100mm	N.A	200 m
4. Main Deck	-Do-	Epoxy 100mm	Epoxy 100mm	N.A	200 m
5.F.W Tank	Do	Cement Washing	-	-	N.A
6.F.O Tank	Do	To be treated with F.O	-	-	N.A
7.Other Spaces	Do	Epoxy -50 m	Epoxy - 50m	--	100m

DECK FITTINGS AND MACHINARIES:

Bollards:

At least 8 double bollards of 250 mm standard size are to be provided.

Fenders:

Steel fenders of 150 mm dia. (6 mm thick) are to be provided on either sides of 95% of the length of pontoons. Tire fenders of sufficient size are also to be provided on both sides in such a manner that the spacing between them does not exceed 1250 mm. Lugs of not less 15mm to the up these tires are to be welded to the sides.

Manholes:

All manholes and hatches are to be of 600 x 500 standard size. Hatches are to have a coming of at least 450mm and all manholes are to be provided with water tight covers bolted on to IA 100 x 100 x6 profiles welded around the opening. The bolts have to be of at least M16 size.

Draft marks:

Draft marks are to be 3 mm in welded steel plate and painted with at least two coats. They are to be located at intervals of 200 mm vertically (p & s) and forward, aft and at amidships. The accuracy of the markings will be checked by the owners representative.

Mooring System:

The mooring of the Pontoons shall be via as system of catenary chains and anchors. Each of the 2 nos. 50.00m long chains U 2 grade 19 mm dia. shall be connected to Mechanical winch/ capstan installed onboard. Each anchor will be 150 kg stockless **HHP** fabricate anchor or equivalent.

Capstan:-

2 (two) nos. of Capstan of pulling capacity 50 MT each are to be installed at ford and aft of the pontoon as directed.

Septic Tank:

1 no Bio-Digester of DRDO technology tank for 20 user/per day inside the hull is to be provided for solid waste disposal with necessary pump and pipe lines etc.

Engine room and Electrification:

2.4 KVA Soundless Generator (acoustic model) with prime mover (Cummins/equivalent make) are to be supplied and installed at main deck Generator Room. Electrical connection is to be made from generator to the pumps and to all rooms of the deck, hold etc. as and where necessary through controlled panel board (ISI mark). Electrical fittings (including light point 30 nos, retrofit LED ceiling lamp 28 nos , ceiling fan 12 nos. and exhaust fan 5 nos. etc.) are to be supplied and fitted as per requirements and direction of the Deptt. Alternative arrangement for the shore power line connection have to be provided, with necessary cable and change over switches, as the Generator will run for emergency purpose.

Electrical works of the Pontoon are to be carried out with P.V.C. insulated multi strand copper wire (**ISI marked**) in flat casing capping conduit.

Drawings:

G.A drawing for all the construction of the Pontoon are enclosed with this specification. All details required for the hull construction of the pontoon are to be worked out by the builder with reference to the G.A. drawings and to be submitted to the DIWT for approval. Whatever details concerning to the hull are found inadequate by the builder to fabricate the Pontoon these will be prepared on request if owners representative feels that to be necessary.

Life Saving Equipments:-

Life Buoy (M.O.T. Approved, PVC protected)	8 (ten) nos.
Life Jacket (M.O.T. Approved, PVC protected)	10 (ten) nos.

Fire fighting Equipments:-

Fire extinguisher: - Soda acid type (9 lit. Capacity) : 4 (four) nos.

Foam type (-do-) : 4 (four) nos.

Dry chemical type (3.2 kg capacity): 2 (two) nos.

Instant fire extinguisher, International
Class that effectively combats all classes
of fire (class A, B, C, D) : 2(Two) nos.

Fire bucket (9 lit. Capacity) : 4 (four) nos.

Sand box (0.5 m x 0.5 m x 0.3 m) : 4(four) nos.

Fire Hose with nozzle fitted in GI pipe water line connected with water
pump : 2(Two) pairs with provision of fitting on Main Deck.

Siren :- Electrical operated ,1 K.M audible range : 1(one)no.

Ceiling fan:- : 8 (eight) nos.

Exhaust fan :- : 4 (four) nos.

Mast Head light : 1(one) no

Mooring materials:-

Steel wire rope tested (19 mm dia.) : 2x100 RM

Nylon Rope(40 mm dia.) : 100 kg.

U-Shackle (25 mm) : 8 nos

Middle Deck:-

The middle of the barge is designed to be used as jetty through which two wheelers may also loaded to boat/vessels. Anti strips should be fitted.

Bilge System:-

1no. Bilge /Fire system/ Fire pump of 40 gallons /minute to be fitted in the Generator room for pumping at the bilge water from the hull with proper pipeline.

Fresh Water Pump:- 1 no. Fresh water pump (40 gallon capacity) for supplying drinking water and General service work connected with overhead tanks to be installed separately.

Deck fittings:-

The deck fitting to be generally in accordance with the drawings as follows:-

- a) Bollards:- 8 nos. fabricated tubular steel bollards of suitable size are to be fitted.
- b) Fair leads: - 4 nos. rollers fairleads of cast iron to be fitted.
- c) Lashing eye: - Lashing eye to be fitted sufficient in members for safely lashing the vehicle when tend.
- d) Anchor davit:- A portable Anchor Davit to be fitted as stern of craft. The Davit to be complete with ropes and lighting blocks.

Navigation light etc. And equipments:-

- a) Horn/Siren 1 km range (one hand operated and other electrically operated).....2 nos.
- b) Search light (25 mm dia,1 k range).....2 nos.
- c) Navigation Light2 sets.

Name Symbol:-

The name of the vessel, Registration no, and Rhino symbol are to be painted as directed.

Furniture:-

- 1. Sitting accommodation (18 nos. PVC molded chair with stainless steel frame) to be provided for waiting passengers as per direction.
- 2. Steel Table with drawer and chair (Godrej make) for booking counter complete as directed1(one) pair
- 3. Steel Half Secretariat table with arm cushion chair complete as directed.....1 (one) pair
- 4. Steel armless chair(Godrej/equivalent make) complete as directed.....2 (two) nos.
- 5. Wooden box type beds and bunks.....2(two) nos. each complete with works nuts, bits varnishing etc. as directed.
- 6. Steel Almirah 1.80 m(Best quality) ----- 1 nos.
- 7. Steel Office Shelves (Best Quality) ----- 1 no.

Sanitary and Water Supply:-

38 mm dia. pipeline with necessary branch lines of 25 mm and 12 mm to be taken from overhead tank to all the WC/Lavatory cementing/ mosaic work on the floor are to be anti slip type. All valves and tapes are to be Gun metal/ brass, preferably self closing type taps are to be fitted.

Wall and Ceiling : Wood pannelling

Gangway:-

The 2.5m x 1.50 m long Gangway up to each pontoon are to be installed for smooth movement of passengers to the pontoon

Size:-(2.5 mx1.5m)

The frame work and stiffener of Gangway is to be build from mild steel angle and M.S flat bar

Frame work:- 75x75x6 mm

50x50x6 mm

50x50x5 mm

50x8mm Flat Bar

Post :- 2x75x75x8 mm

For foot guard in both side of the Gangway I.S Grade mild steel plate will be used.

1st class seasoned Sal wood plank (50mm) will be used for floor of the Gangway materials to be used for tying the Gangway with the main pontoon:-

12 mm dia. Steel wire rope(tested).....100 RM

1.5 M.T capacity hand operated winch including double way pulley arrangement system for adjustment of height of the Gangway..... 2 Unit.

Stability : The Pontoon should have adequate stability to enable her to carry out her normal duties as meant for. To ensure the stability of the pontoon the builder must take care of the following factors :-

- a) Centre of Gravity.
- b) Centre of Buoyancy.
- c) Metacentric Radius/ Metacentric Height.

Also it is to be ensured that the pontoon will be on even keel in un loaded condition and in no circumstances should there be any fault.

General:-

The cost of all trials shall be borne by the contractor. The stipulated six months guarantee period from the date of handing-over and taking-over charges shall be binding in all respect.

SECTION –VI

BIDDING FORMS

TENDER FORM

To

The Director,
IWT, Assam,
Ulubari, Guwahati-781007.

I/We have read and examined the following documents relating to the construction of 25(twenty five) numbers of 17.0m long Floating Terminals/ Pontoons of IWT, Assam.

- a) Tender Notice and conditions of terms.
 - b) General conditions of contact.
 - c) Special conditions of contact.
 - d) Technical specification for construction.
 - a) Annexure.
1. I/We hereby tender for the execution of the works referred to in the aforesaid document upon the terms and conditions contained or referred to therein and in accordance in all respects, with the specification, designs, and other terms and conditions of the contact and within the period of completion as stipulated in the tender document.
 2. I/We agree to keep the tender open for acceptance for 90 days counted from the last date specified for the submission thereof and not to make any modifications in its terms and agreement that any terms and condition in the tender at variance with the above situation will render the tender liable to rejection summarily.
 3. If, after the tender is accepted, I/We fail to execute the contract deed within 10 days of the receipt of the order to do so, I/We agree that shall without prejudice to any terms and conditions of the tender, forfeit the earnest money absolutely.
 4. I/We undertake to -
 - a) Commence the work within 15 (fifteen) days of the date of issue of the work order.
 - b) Complete and deliver whole of the work comprised in the contract as per detailed plans, specifications and schedule of works within 18 (**eighteen**) **months** from the date on which DIWT, Assam issues written order.
 - c) Abide by to fulfill all the terms and conditions and provisions of the aforesaid documents.
 - d) Withdraw all claims on the security amount deposited to the DIWT, Assam and to pay to DIWT, Assam the liquidated damages in terms of the contract in case of any default thereof.

5. The tender, together with your written acceptance thereof shall constitute a part of the contract between us.

Signature

in the capacity of -----

duly authorized to sign the tender
on behalf of (in block capitals)

Postal address-----

Mobile/Telephone No. -----

Email ID -----

Witness :-

Signature

Name (block letter).....

Address

.....

Phone No......

TECHNICAL PROPOSAL FORMS

Technical Proposal – Method Statement

[insert method Statement – A detailed note should be submitted outlining bidders proposed methodology and program of construction including Environmental Management Plan, backed with equipment, materials and manpower planning and deployment, duly supported with broad calculations and quality control system/assurance procedures proposed to be adopted, justifying their capability of execution and completion of the work as per technical specifications within the stipulated review of completion as per mile stones]

[Insert Mobilization Schedule]

Technical Proposal – Construction Schedule

TENDER DOCUMENT FOR “CONSTRUCTION OF 25 (TWENTY FIVE) NOS. OF 17.0 M LONG STEEL FLOATING TERMINALS FOR 25 GHAT BANKS ON THE RIVER BRAHMAPUTRA” UNDER 100% CENTRAL SECTOR SCHEME

Sl No	Item of Work	Month/Week from the date of firm order
1	Keel Laying	
2	Completion of Frame & bulkhead	
3	Completion of Hull, Deck & painting	
4	Launching	
5	Completion of Superstructure.	
6	Installation of Gangway and equipments.	
7	Completion of outfitting and paintings of pontoon.	
8	Completion of test and trials.	
9	Delivery	

The pontoon shall be built at.....in the open air or under cover. The out fittings will be performed at the premises.....afloat/ashore in the open air or under cover.

A Bar Chart showing the work schedule is furnished herewith.

Signature -----

Seal -----

NB : If the progress of works is not maintained as per the terms and conditions of contract and Bidders proposed “Work Schedule” necessary **Penalty** will be imposed up to 10% of the total value of works.

Forms for Personnel

Form PER – 1: Proposed Personnel

Bidders should provide the names of suitably qualified personnel to meet the specified requirements for each of the positions listed in Section III (Evaluation and Qualification Criteria). The data on their experience should be supplied using the Form below for each candidate.

S. No.	Position	Name	Qualification	Years of Experience	Years of Experience in proposed position			
					Road works *	Building*	Others*	Total

(* Modify this as appropriate to suit the works for which bids are invited).

Form PER – 2: Resume of Proposed Personnel

The Bidder shall provide all the information requested below. Fields with asterisk (*) shall be used for evaluation.

Position*		
Personnel information	Name *	Date of birth
	Professional qualifications	
Present employment	Name of Owner	
	Address of Owner	
	Telephone	Contact (manager / personnel officer)
	Fax	E-mail
	Job title	Years with present Owner

Summarize professional experience in reverse chronological order. Indicate particular technical and managerial experience relevant to the project.

[illegible]

Form for Equipment

The bidder shall provide adequate information to demonstrate clearly that it has the capability to meet the requirements for the key equipment listed in Section III (Evaluation and Qualification Criteria). The Bidder shall provide all the information requested below.

S. No.	Item of Equipment	Description	Make	Capacity	Age (years)	Condition	No. available and present location	Owned	Leased	Purchased

Similar Construction Experience

[The following table shall be filled in for contracts performed by the Applicant, each partner of a Joint Venture, and specialist sub-contractors]

Applicant's/Joint Venture Partner's Legal Name: *[insert full name]*

Date: *[insert day, month, year]*

JV Party Name: *[insert full name]*

NCB No. and title: *[insert NCB number and title]*

- (A) **Work performed as prime Contractor or Sub-Contractor or Management Contractor***(in the same name and style)* on construction works of a similar nature and volume over the last five years¹. *[Attach certificate from the Engineer-in-charge.]*

Project Name	Name of Owner	Description of work	Contract No.	Value of contract	Date of Issue of Work Order	Stipulated Date of Completion	Actual Date of Completion	Remarks explaining reasons for Delay, if any

¹ Immediately preceding the financial year in which bids are received.

Form for Current Contract Commitments/Works in Progress

Bidders and each partner to a JV should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

(A) Existing commitments and on-going works:

Description of Work	Place & State	Contract No. & Date	Name and Address of Owner	Value of Contract (Rupees)	Stipulated period of completion (Rupees)	Value of works* remaining to be completed	Anticipated date of completion
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)

(B) Works for which bids already submitted and likely to be awarded – expected additional commitment.

Description of & Work	Place Address of State	Name and value of works Owner	Estimated period of (Rupees)	Stipulated decision is completion	Date when if any expected	Remarks
(1)	(2)	(3)	(4)	(5)	(6)	(7)

* *Attach certificate(s) from the Engineer(s)-in-Charge.*

PRICE BID (Submit Online Bid only)

“CONSTRUCTION OF 25 (TEENTY FIVE) NOS. OF 17.0 M LONG STEEL FLOATING TERMINALS FOR 16 GHAT BANKS ON THE RIVER BRAHMAPUTRA ” UNDER 100% CENTRAL SECTOR SCHEME.

Vide NIT No DWT (T)-43/CSS-25TF/2017-18/ 34

Dated. 4th March'2019.

(Note :- The Bidder shall enter a firm price against each item and fill up the blanks)

(The rates quoted by Bidders are inclusive of all Levis/ Cess/ Taxes & GST etc. as applicable including cost of Insurance of the vessel during construction and Architectural fee etc.)

1% Labour Cess will be deducted from subsequent bills of Bidders)

SI. No.	Particulars	Qty	Unit	Rate Quoted by Bidder (Rs. in figure)	Rate Quoted by Bidder (Rs. in words)	Total of Quoted Amount (Col.3x5) = Col. 7
1	2	3	4	5	6	7
1.	Supplying/providing of wooden blocks up to the sizes (75 x 45 x 30) cm under lifted vessel/boat etc. including necessary packing as per direction completed. Non- Sal blocks (to be considered 30% of total amount)	61.50	Cum			
2.	Supplying I.S. grade 2026 mild steel plate of required size and specified thickness in keel, bottom hull/side hull/transom/side keelson etc. for the hull erecting in position by cutting welding straighten etc. in shape and size and welding the same including cost of labour and materials etc. complete as directed. (Plate thickness 5mm & above)	295000	Kg			
3.	Providing frame work for HULL by cutting M.S. angle, M.S. rod, channel etc. in required size welding the same including cost of labour and materials complete.	108250	Kg			
4.	Providing steel fender cutting from M.S. pipe (having 6mm thick half round) fitting and fixing by welding including cost of labour and materials complete. 20 cm dia.	1125	Rm			

5.	Providing frame work of superstructure by cutting M.S, angle, M.S. rod, channel etc. of required size and specified thickness and welding the same including cost of labour and materials etc. complete as directed.	15750	Kg			
6.	Providing I.S. grade 2026 mild steel plate of required size and specified thickness in superstructure, passenger accommodation, wheel house, cabin etc. in shape and size and welding the same including cost of labour and materials etc. complete as directed. Thickness – 5 mm plate	62500	Kg			
7.	Supplying fitting and fixing M.S. pipe railing in deck and super structure of vessel/boat etc. complete as direction. 1.M.S. pipe (25 mm dia)	9463.75	Kg			
8	Providing corrugated galvanized Iron Sheet (CGI) Roofing OF TATA SHAKTEE/ SAIL including fitting and fixing necessary galvanized hooks, bolts and nuts etc including charges for fitting and fixing complete as directed and specified	2250	Sqm			
9.	PCC work over Ferro cement hull over new steel in proportion 1:1:2 with hand gravels (size 3 to 6 mm) including providing 1 mm thick wire mesh siko powder/siko plaster etc. super liquid after cleaning its surface by using sand paper, steel wool scraper & water including providing of two coats of liquid mixture of siko latex, cement and sand including cost of labour and materials etc. complete as directed.	7.50	cum			
10.	Providing Davits on the deck of the vessel/boat etc. fitting and fixing complete including its base frame complete as directed.	25	no			
11.	Providing capstan of 50 ton pulling capacity fitting, fixing on the deck of the vessel/boat etc. including its base frame complete as directed.	50	no			
12.	Providing bollard including its base frame fitting and fixing on deck of the vessel/boat/barge etc. A) Double bollard (M.S./ Medium Size))	200	no			
13.	Providing Goose neck ventilation on the deck fitting and fixing complete by welding as per direction.	125	no			
14.	Providing fairlead on the deck fitting, fixing complete as directed.	100	no			

15.	Providing Bilge pump of 30 lits per minute capacity of DGS & D grade-I type fitted with for pumping out the bilge water including its pipe connection and complete a) for supply of Bilge pump b) installation work	25 25	no no			
16.	a) providing one no 2.4 KVA Soundless Gen set (as per market rate) b) installation work	25 25	no job			
17.	Providing general service water pump including general service cum fire pump.	25	no			
18.	Supplying and installation of Siren (Electric operated 1.6 Km range)	25	no			
19.	Providing of electric wiring of the boat from the control panel with necessary L.T. wire of 6mm size (best quality) flexible wire, brackets, clip, nails, switch, board, switch holder etc with necessary fitting fixing of light & fan etc. as required complete .	25	Jobs			
20	a) Supplying and applying in interior/exterior walls/floor/roof etc. one coat of Epoxy primer of Janson & Nicholson/ Nerolac brand as priming coat after cleaning the surface as specified and directed and then apply two coats of Epoxy paint of Janson & Nicholson/ Nerolac brand of required shed on wall/roof/floor surface as specified and directed completed. b) Polishing on new wood surface c) Varnishing	21250 5575 5575	Sqm Sqm Sqm			
21.	Navigation and search light/flood light etc.	25	Job			
22.	Launching the vessel on the river water without causing any damage to the vessel after completion of hull work and as per direction. (total wt.12 ton) a) Up to 10 ton capacity b) Addl. Per ton	25 375	Nos. Ton			
23.	Sanitary fittings, water supply, pipe fittings, pipe line works etc.	25	Jobs			
24.	Supplying / providing life saving equipment a) Life Bouy. (P.V.C. protected MO T approved) b) Life Jacket. . (P.V.C. protected MOT approved)	200 250	Nos Nos			

	<u>c) fire fighting equipment</u>	25	Jobs			
25.	Providing mooring materials 1. Steel wire rope 19 mm dia 2. Nylex / PP rope (40 mm dia.) 3. Stockless Anchor(150kg) 4. U-shackle 25mmdia 5. Iron chain 19 mm dia. Close link	5000 2500 50 200 2500	M kg No No M			
26.	Furniture against crew cabin, officers cabin with bunkers	25	Jobs			
27.	Vinyl flooring, plain, coloured, marbled or Mosaic dotted finished laid with approved adhesive on sub base floor including spreading, cutting and fitting complete as per direction.	650	Sqm			
<u>28.</u> 7.4.4	Providing , fitting and fixing frame work for wall paneling with Hollock/ Sundi/ Bonsom wooden battens complete as per direction	3750	Sqm			
<u>29</u> 7.4.6	Providing and fixing 1 st Class Local Wood Hollock/ Bonsum/ Sundi/ Gamari lining with tongue and groo0ve joints including fitting and fixing with the frame work complete as directed. Wall wood (20 mm thick)	3750	Sqm			
<u>30</u> 7.4.2	Providing and fixing wood plank ceiling with but and lap joints including necessary nails and wood screws complete as directed.	1827.50	Sqm			
<u>31</u> 9.3.1	Providing wood work in frame of false ceiling with fitting fixing in position as directed.	18.75	cum			
32	Letter writing on board. ▪ Ashok Stambha – 2 nos ▪ IWT Emblem – 2 nos Letter writing English and Assamese. 15cm size – 40nos 10cm size – 70 nos 5cm size – 46nos	50 50 1000 1750 1150	no no no no no			
	Gangway(Size of Gangway 2.50m X1.50 m)					
33	Supplying mild Steel angle for frame stiffner etc. in the Gangway including fitting and fixing in position by cutting welding in required size and including cost of all labour and materials complete as directed.	3750	Kg			

34	Supplying I.S. Grade Mild Steel Plate in required size and thickness for foot guard in both side of the Gangway, fitting and fixing in position by cutting , bending, straightening etc. in proper shape and size including all cost of labour and materials etc. complete as directed.	1000	Kg			
35	Supplying 50 mm thick 1 st Class seasoned Sal Wood plank for Gangway.	6.25	Cum			
36	Supplying Steel Wire Rope (tested) for tying the Gangway with the main Terminal / Jetty structure	1000	M.			
37	Supplying fitting and fixing 2 MT Capacity hand operated Winch including double way pully arrangement system for Tying the Gangway with the main Jetty structure and also for adjustment of Height of the Gangway.	50	Nos.			

Rs.....

(Rupees.....)

For 16 (sixteen) nos. of Floating Terminals of 25.0m length

Witness :-

Signature.....

Name(block letters).....

Address & Phone.....

Signature of Bidder.....

Name (block letter).....

Address & Phone